

BIDDING DOCUMENTS

CONTRACT ID: 25GM006

Contract Name:

**PROCUREMENT OF CATERING SERVICE
(MEALS AND SNACKS) FOR THE CY
2025 TRAINING OF DPWH REGION
XII, KORONADAL CITY**

Contract Duration: one (1) year

**JUNE 17, 2025 at 10:00AM
DATE/TIME OF BID OPENING**

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Section I. Invitation to Bid



Republic of the Philippines
DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS
REGIONAL OFFICE XII
Koronadal City, South Cotabato

**INVITATION TO BID FOR 25GM006 – PROCUREMENT OF CATERING SERVICE
(MEALS AND SNACKS) FOR THE CY 2025 TRAINING OF DPWH REGION
XII, KORONADAL CITY**

1. The **Department of Public Works and Highways Regional Office XII, Koronadal City**, using a *single-year* Framework Agreement, through the **GENERAL APPROPRIATION ACT (GAA) 2025** intends to apply the sum of **ONE MILLION TWO HUNDRED THIRTY-SIX THOUSAND PESOS ONLY (Php1,236,000.00)**.
Bids received in excess of the total cost per item shall be automatically rejected.
2. The **Department of Public Works and Highways Regional Office XII, Koronadal City** now invites bids for **25GM006- PROCUREMENT OF CATERING SERVICE (MEALS AND SNACKS) FOR THE CY 2025 TRAINING OF DPWH REGION XII, KORONADAL CITY**. Delivery of the Goods is required within **1 YEAR** after issuance of a Call-Off. 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 Public Works and Highways Regional Office XII, Koronadal City** and inspect the Bidding Documents at the address given below during **8:00 AM – 5:00 P.M.**
5. A complete set of Bidding Documents may be acquired by interested Bidders on **May 23, 2025 to June 17, 2025** from the given address and website(s) below *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Five Thousand Pesos Only (Php5,000.00)*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *in person*.
6. The **Department of Public Works and Highways Regional Office XII, Koronadal City** will hold a Pre-Bid Conference¹ on **June 03, 2025 at 9:00 A.M.** at Conference Room, DPWH Regional Office XII, Mabini Street corner Alunan Avenue, Koronadal City and/or through video conferencing or webcasting *via ZOOM*, 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 below, on or before **June 17, 2025 at 10:00 A.M.** 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 **June 17, 2025 at 10:00 AM** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The **Department of Public Works and Highways Regional Office XII, Koronadal City** 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:

JESSICA C. ROMANO

*OIC-Chief, Procurement Unit
DPWH-Regional Office No. XII
Mabini St. Corner Alunan Ave., Koronadal City
Tel No. (083) 228-3908
Email add. Dpwh12.procurement@gmail.com*

1. You may visit the following websites:

For downloading of Bidding Documents: www.dpwh.gov.ph and www.philgeps.gov.ph

*Posting at PhilGEPS and DPWH Website: May 23, 2025 to June 17, 2025
DPWH Bulletin Board: DPWH Regional Office XII, Koronadal City*

(sgd.) NAJIB D. DILANGALEN
OIC-Assistant Regional Director
BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, DPWH Regional Office XII wishes to receive Bids for the PROCUREMENT OF CATERING SERVICE (MEALS AND SNACKS) FOR THE CY 2025 TRAINING OF DPWH REGION XII, KORONADAL CITY under a Framework Agreement}, with identification number *25GM006*

2. Funding Information

2.1. The GOP through the source of funding as indicated below for *GAA 2025* in the amount of ONE MILLION TWO HUNDRED THIRTY-SIX THOUSAND PESOS ONLY (Php1,236,000.00).

2.2. The source of funding is:

- a. GAA, General Appropriation act or Special Appropriation.

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. *[Select one, delete other/s]*

- a. 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.
 - b. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
- a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.

- 7.2. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on **June 3, 2025 at 9:00 AM at Conference Room, DPWH Regional Office XII, Mabini Street corner Alunan Avenue, Koronadal City** and/or through videoconferencing via Zoom Application (Meeting ID:410 559 5082, Password: 5555) 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.
- 11.5. Financial proposals for single or multi-year Framework Agreement shall be submitted before the deadline of submission of bids as prescribed in the **IB**. For multi-year Framework Agreement, evaluation of the financial proposal during this stage is for purposes of determining eligibility and whether or not such financial proposal is within the ABC.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.
 - b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.
- 12.2. For Framework Agreement, the following should also apply in addition to Clause 12.1:
 - a. For a single year Framework Agreement, the prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.

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 Declaration² or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *120 CALENDAR DAYS UPON BID SUBMISSION*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 14.3. In the case of Framework Agreement, other than the grounds for forfeiture under the 2016 revised IRR, the bid security may also be forfeited if the successful bidder fails to sign the Framework Agreement, or fails to furnish the performance security or performance securing declaration. Without prejudice on its forfeiture, bid securities shall be returned only after the posting of performance security or performance securing declaration, as the case may be, by the winning Bidder or compliant Bidders and the signing of the Framework Agreement.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

² 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.

- 16.2. For multi-year Framework Agreement, the submission of bids shall be for the initial evaluation of their technical and financial eligibility. Thereafter, those declared eligible during the said initial eligibility evaluation and entered into a Framework Agreement with the Procuring Entity shall submit anew their best financial offer at the address and on or before the date and time indicated in the Call for each mini-competition.

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

- 18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.
- 18.2. For multi-year Framework Agreement, determination of margin of preference shall be conducted every call for Mini-Competition.

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- a. In the case of single-year Framework Agreement, the Lowest Calculated Bid shall be determined outright after the detailed evaluation;
 - b. For multi-year Framework Agreement, the determination of the eligibility and the compliance of bidders with the technical and financial aspects of the projects shall be initially made by the BAC, in accordance with Item 7.4.2 of the Guidelines on the Use of Framework Agreement.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.

- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:
- Option 1 – One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

- 20.1. For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HoPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.
- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**. For every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification.

21. Signing of the Contract

- 21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.
- 21.2. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Framework

Agreement Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.

- 21.3. Within ten (10) calendar days from receipt of the Notice to Execute Framework Agreement with the Procuring Entity, the successful Bidder or its duly authorized representative shall formally enter into a Framework Agreement with the procuring entity for an amount of One Peso to be paid to the procuring entity as a consideration for the option granted by the procuring entity to procure the items in the Framework Agreement List when the need arises.
- 21.4. The Procuring Entity shall enter into a Framework Agreement with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 21.5. The following documents shall form part of the Framework Agreement:
 - a. Framework Agreement Form;
 - b. Bidding Documents;
 - c. Call-offs;
 - d. Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.*, bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - e. Performance Security or Performance Securing Declaration, as the case may be;
 - f. Notice to Execute Framework Agreement; and
 - g. Other contract documents that may be required by existing laws and/or specified in the **BDS**.

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. <i>25GM006- PROCUREMENT OF CATERING SERVICE (MEALS AND SNACKS) FOR THE CY 2025 TRAINING OF DPWH REGION XII, KORONADAL CITY</i> b. The Bidder must have completed, within five (5) years from the date of submission and receipt of bids, a single contract that is similar to this Project, equivalent to at least Fifty percent (50%) of the ABC.
7.1	<i>Subcontracting not allowed</i>
12	No further instructions.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than <i>the amount equivalent to two percent (2%) of ABC</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than <i>the amount equivalent to five percent (5%) of ABC</i> if bid security is in Surety Bond.
19.4	<p>Bidders shall submit a proposal on all items and evaluation and contract award will be undertaken on a lump sum basis.</p> <p><i>AWARD IS ON A LUMP SUM BASIS.</i></p>
19.3	<i>Not Applicable</i>
20.1	<p><i>a) Registration certificate from Securities and Exchange Commission (SEC) for corporation, Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document;</i></p> <p><i>b) 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;</i></p> <p><i>c) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).</i></p> <p><i>d) The prospective bidder's audited financial statements, showing among others, the prospective bidder'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;</i></p>

21.2	<i>Additional Requirement:</i> <i>Sanitary Permit</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**.
- 2.3. For a single-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier in its bid.
- 2.4. For multi-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier during conduct of Mini-Competition.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184 *In the case of* Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project or Framework Agreement specifications at no extra cost to the Procuring Entity in accordance with the Generic

Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></p> <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 DPWH Regional Office XII, Koronadal City. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered DPWH Regional Office XII, Koronadal City. 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>[indicate name(s)]</i>.</p>
	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier</p>

	<p>Contract Description</p> <p>Final Destination</p> <p>Gross weight</p> <p>Any special lifting instructions</p> <p>Any special handling instructions</p> <p>Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	"The terms of payment shall be as follows: Monthly basis, depending on the consumption of DPWH Regional Office XII
4	The inspections and tests that will be conducted are: <i>Sanitary Inspection & Regular inspection during delivery of goods</i>

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.

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	Meals	3,830	Pax	Delivered within 5 calendar days upon issuance of call-off
2	Heavy Snacks (A.M)	3,830	Pax	Delivered within 5 calendar days upon issuance of call-off
3	Snacks (P.M)	3,830	pax	Delivered within 5 calendar days upon issuance of call-off

1. Provide quality service at all times;
2. Maintain cleanliness and safety during preparation and serving of food;
3. Guarantee satisfaction among participants and other concerned parties;
4. There will be two (2) snacks AM and PM) and lunch with beverage per meal. For lunch, the plate has a cup of rice, two servings of main dish (chicken, meat/fish), one serving of side dish/vegetables, soup, dessert and bottled beverage. For snacks, the plate should include one main snack (pasta, pastry, etc.) and one bottled juice/water/soft drinks;
5. Provide free-flowing hot chocolate drinks and brewed coffee with sugar, creamer and condiments throughout the training duration;
6. Provide refrigerator, cabinet, buffet tables and dining tables according to the number of participants, table skirting, tablecloth, food warmer, percolator for coffee, purified water with dispenser, bottled water for speakers, drinking glasses, plates, utensils and table napkins. Provide take out boxes/containers if needed;
7. Prepare nutritious and ethnically diverse meals in proper amount of serving;

TYPE OF MEAT	PORTION SERVING (in grams)
Beef without Bones (ex. Boiled/Potchero)	200-250
Beef with Bones (ex. Boiled/Potchero)	150-200
Chicken with Bones (ex. Chicken curry/Afritada)	250-300
Chicken without bones (ex. Chicken nuggets)	150-200
Seafood with bones (ex. Steamed Lapu-Lapu)	250-300
Seafood without Bones (ex. Fish Fillet)	150-200
Strictly No Pork.	

8. Serve warm food as needed. No cooking is allowed inside the training venue, re-heating only;
9. Maintain personal hygiene (well-groomed food handlers with hairnets, plastic clear mouth covers, clean uniforms, well-manicured nails without polish, and polished black shoes). Staff should be fully vaccinated;

10. Show proper manner, skills and attentiveness in food serving;
11. Ensure that a Supervisor is available to oversee the proper handling and serving of food as well as handling of the kitchen area;
12. Maintain cleanliness of the pantry and food service areas at all times;
13. Provide garbage bags; dispose waste properly;
14. Observe punctuality in food delivery. Delivery must be at least 1.5 hours before the scheduled time for meals. Meals and snacks must be ready for serving 30 minutes before the scheduled break;

MEAL SCHEDULE	DELIVERY TIME	SHOULD BE READY FOR SERVING BY:
AM Snack (9:00 AM)	8:00 AM	8:30 AM
Lunch (12:00 PM)	11:00 AM	11:30 AM
PM Snack (2:30 PM)	1:30 PM	2:00 PM

15. Clean the kitchen and food service area after the training;
16. Must have an appropriate service van to hygienically transport meals from the Caterer's kitchen to the training venue;
17. Plated meals to be served and covered in food wrappers. Meals should be individually packed (sustainable packaging). Per approved Resolution No.1363, Series of 2020, "Banning the use of Unnecessary Single Use Plastics" by the National Government Agencies (NGAs), Local Government Units (LGUs), and all other Government Controlled Offices, the following materials are considered as unnecessary single use-plastic:
 - a. Plastic cups (lower than 0.2 mm in thickness);
 - b. Plastic drinking straws;
 - c. Plastic coffee stirrers;
 - d. Plastic spoons;
 - e. Plastic forks;
 - f. Plastic knives;
 - g. Plastic labo and thin-filmed sando bags (lower than 15 microns).
20. Provision of list of menu;
21. Catering Service Provider shall be liable in case of death and injuries caused by improper food handling. It is limited only to the victims who are participants, resource persons, training administrators and other support staff. All medical expenses arising from that sickness will be borne by the Caterer;
22. Quantity of orders may be modified upon due notice to the Second Party one day before the actual training depending on the number of participants;
23. In case of suspension of government work announced the night before until 5:00 AM, orders for that day are automatically cancelled.

Remarks:

1 meal (1 cup of rice, 1 vegetable, 1 meat and fish, dessert and drinks)
 AM/PM Snacks with Juice/Soft drinks
 Free-flowing coffee (with sugar and cream)
 Table covered with table cloth/skirting
 Transportation by the Supplier

(Name of Bidder/Company)

(Signature Over Printed Name of Authorized Representative)

(Designation)

[Use this form for Framework Agreement:]

Framework Agreement List

Limited to repeatedly required goods and services that are identified to be necessary and desirable, but, by its nature, use or characteristic, the quantity and/ or exact time of need cannot be accurately pre-determined and are not advisable to be carried in stock.

Prepared by the End-User, attached to the APP and submitted to the BAC for the approval of the HOPE.

FRAMEWORK AGREEMENT LIST (AGENCY)			
	<i>Item / Service Type and nature of each item/service</i>	<i>Cost per item or service</i>	<i>Maximum Quantity Total Cost per Item</i>
1	Meals		3,830
2	Heavy Snacks (A.M)		3,830
3	Snacks (P.M)		3,830
<i>TOTAL (Approved Budget for the Contract)</i>			
<i>Expected delivery timeframe after receipt of a Call-Off.</i>		<i>Within 7 calendar days upon issuance of Call-off .</i>	
<i>Remarks</i>		<i>Indicate here any other appropriate information as may be necessary.</i>	
<i>SIGNATURE OVER PRINTED NAME</i>		<i>POSITION</i>	<i>DEPARTMENT/DIVISION</i>

Section VII. Technical Specifications

Technical Specifications

Item / Service	Maximum Quantity	Technical Specifications / Scope of Work	Statement of Compliance
			<i>[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i>
Catering Service:			
1. Meals	2,060 Pax		
2. Heavy Snacks (A.M.)	2,060 Pax		
3. Snacks (P.M.)	2,060 Pax		
<p>The Caterer shall carry out the following scope of work as part of its services:</p> <p>a) There will be one (1) lunch and two snacks (AM and PM). For lunch, the must have a cup of rice, one serving of vegetables, one serving of meat and fish, dessert, purified water for the participants and bottled water for Resource Speakers and assorted juices and colas;</p> <p>b) Upon delivery of meals and prior to distribution of the same, the BAC-TWG, together with the Chief of Human Resource Development Section (HRFS) and other concerned offices will inspect the meals as to the quantity and in accordance with the specification of menu and number of participants;</p>			

- c) Provide free-flowing of coffee services, with sugar and creamer or 3-in-1 type throughout the training duration; and complement side dish during lunchtime;
- d) Provide tables for food setting up, tablecloth, skirting, food warmer, coffee maker, purified water with dispenser, bottled water for the speakers, drinking glasses, plates, cups and saucers and other utensils including table napkins;
- e) Prepared nutritious, fairly priced and ethnically diverse meals in proper amount of serving in accordance with prepared menu by the HRDS and confirmed by the Caterer;

TYPE OF MEAT	PORTION SERVING (in grams)
Beef without Bones (ex. Boiled/Potchero)	200-250
Beef with Bones (ex. Boiled/Potchero)	150-200
Chicken with Bones (ex. Chicken curry/Afritada)	250-300
Chicken without bones (ex. Chicken nuggets)	150-200
Seafood with bones (ex. Steamed Lapu-Lapu)	250-300
Seafood without Bones (ex. Fish Fillet)	150-200
Strictly No Pork.	

- f) Serve warm food. No cooking is allowed in the training hall, only for re-heating purposes;
- g) Food for participants and lecturers must maintain personal hygiene from every aspect (well-groomed food handlers with hairnets, plastic clear mouth cover, clean uniform and well-trimmed nails);
- h) Show proper manner and skills in food serving throughout the training course;
- i) Maintain cleanliness in the venue specially where food is located at all times. Practice CLAYGO (Clean As You Go);
- j) Dispose waste properly by providing garbage bags;
- k) Observe punctuality in food delivery. The following schedule should be:

MEAL SCHEDULE	DELIVERY TIME (Not Later Than)	SHOULD BE READY FOR SERVING BY:
AM Snack (9:00 AM)	8:00 AM	8:30 AM
Lunch (12:00 PM)	11:00 AM	11:30 AM
PM Snack (2:30 PM)	1:30 PM	2:00 PM

<p>l) Prepare monthly bills and document attachments for catering claims;</p> <p>m) Caterer must have an appropriate service vehicle to hygienically transport from the Caterer's kitchen to the training venue;</p> <p>n) Buffet/Plate/Pack in Meals will be served properly according to suitability; Liability of the caterer in case of death and injuries caused by improper food handling. It is limited only to the victims who are participants, resource persons, training staff and other support staff. All medical expense arising from that sickness will be borne by the Caterer;</p> <p>o) To anticipate shortage of food especially when there is an increase in number of speakers/observer/guests, the Chief of the Training Section has an option to request from the Supplier that all meals serving must have buffer (extra) equivalent to five (5) heads</p> <p>p) Participation on food tasting during the pre-bid session is required. This will aid TWG's final decision in choosing the caterer.</p> <p>q) The caterer's evaluation must have a passing rate based on the previous training(s) conducted.</p> <p>r) The allowable ceiling/quotation price for the one meal and two snacks must be according to approved detailed budget estimate of the end user.</p>					
<p>The following table shows the qualification requirements for the Caterer. In addition, the Caterer shall provide number of food staff as needed to carry out the services.</p> <table border="1" data-bbox="121 1317 1023 1532"> <thead> <tr> <th data-bbox="121 1317 276 1357">Staff</th> <th data-bbox="276 1317 1023 1357">Required Qualifications</th> </tr> </thead> <tbody> <tr> <td data-bbox="121 1357 276 1532">Food Staff</td> <td data-bbox="276 1357 1023 1532"> <p>a) Two food staff for 20 – 30 number of participants</p> <p>b) Three food staff for 31 – 50 number of participants</p> <p>c) Four food staff for 51 – 60 number of participants</p> <p>d) Five food staff for 61 – 80 number of participants</p> </td> </tr> </tbody> </table>	Staff	Required Qualifications	Food Staff	<p>a) Two food staff for 20 – 30 number of participants</p> <p>b) Three food staff for 31 – 50 number of participants</p> <p>c) Four food staff for 51 – 60 number of participants</p> <p>d) Five food staff for 61 – 80 number of participants</p>	
Staff	Required Qualifications				
Food Staff	<p>a) Two food staff for 20 – 30 number of participants</p> <p>b) Three food staff for 31 – 50 number of participants</p> <p>c) Four food staff for 51 – 60 number of participants</p> <p>d) Five food staff for 61 – 80 number of participants</p>				

(Name of Bidder/Company)

(Signature Over Printed Name of Authorized Representative)

(Designation)

TERMS OF REFERENCE



Republic of the Philippines
DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS
REGIONAL OFFICE XII
Koronadal City, South Cotabato

TERMS OF REFERENCE

FOR MEALS AND SNACKS OF PARTICIPANTS – DPWH REGION XII IN THE IMPLEMENTATION OF CY 2025 APPROVED TRAINING CALENDAR

I. INTRODUCTION

In line with the policy of promoting transparency in all its transactions and in compliance to Republic Acts No. 9184 also known as the Philippines Government Procurement, the Department of Public Works and Highways, Region XII will be inviting interested individual or group of individuals in the catering services to provide and serve for one year contract, meals and snacks to participants, Resource Speakers and staff attending various DPWH Region XII training courses as contained in the 2025 Approved DPWH Training Calendar.

II. OBJECTIVES

The Objectives of the Catering Services are to:

- Continuously give quality food services at all times;
- Maintain cleanliness, sanitation and safety of food during preparation and distribution; and
- Guarantee a satisfaction among the participants and other parties.

III. SCOPE OF WORKS

The Caterer shall carry out the following scope of works as part of its service:

- a) There will be one (1) lunch and two snacks (AM and PM). For lunch, the plate must have a cup of rice, one serving of vegetables, one serving of meat and fish, dessert, purified water for the participants and bottled water for Resource Speakers and assorted juices and colas;
- b) Upon delivery of meals and prior to distribution of the same, the BAC Members, TWG Members, together with Chief of Human Resource Development Section (HRDS) and other concerned Offices will inspect the meals as to the quantity and in accordance with the specification of menu and number of participants;
- c) Provide free flowing coffee services, with sugar and creamer or 3 in 1 type throughout the training duration and complement side dish during lunch time;
- d) Provide tables for food setting up, tablecloth, skirting, food warmer, coffee maker, purified water with dispenser, bottled water for the speakers, drinking glasses, plates, cups and saucers and other utensils including table napkins;
- e) Prepared nutritious, fairly priced and ethnically diverse meals in proper amount of serving in accordance with prepared menu by the HRDS and confirmed by the Caterer;
- f) Serve warm food. No cooking is allowed in the training hall, only for the reheating purposes;

- g) Food for participants and lecturers must maintain personal hygiene from every aspect (well-groomed food handlers with hairnets, plastic clear mouth cover, clean uniform and well- trimmed nails);
- h) Show proper manner and skills in food serving throughout the training course;
- i) Maintain cleanliness in the venue specially where food is located at all times. Practice CLAYGO (clean as you go);
- j) Dispose garbage properly by providing garbage bags;
- k) Observe punctuality in food delivery. The following schedule should be;
 AM snacks - 9:30 AM - 10:00 AM
 Lunch -11:30 AM - 12:00 PM
 PM Snacks – 2:30 PM - 3:00 PM
 Meals should be delivered in 30 minutes before the scheduled time.
- l) Prepare monthly bills and document attachment for catering claims;
- m)Caterer must have an appropriate service vehicle to hygienically transport from the caterer's kitchen to the training venue;
- n) Buffet /plate/ pack in meals will be serve properly according to suitability; Liability of the caterer in case of death and injuries caused by improper food handling. It is limited only to the victims who are participants, resource persons, training staff and other support staff. All medical expense arising from that sickness will be borne by the Caterer.
- o) To anticipate shortage of food especially when there is an increase in number of speakers/ observer/guests, the Chief of the Training Section has an option to request from the Supplier that all meals serving must have buffer (extra) equivalent to five (5) heads.
- p) Participation on food tasting during the pre-bid session is required. This will aid TWG's final decision in choosing the caterer.
- q) The caterer's evaluation must have a passing rate based on the previous training (s) conducted.
- r) The allowable ceiling/quotation price for the one meal and two snacks must be according to approved detailed budget estimate of the end user.
- s) The caterer should provide the number of food staff according to the required qualification below to carry out services:

Required Number of Food Staff	Number of Participants
a. Two Food Staff	20-30 number of Participants
b. Three Food Staff	31-50 number of Participants
c. Four Food Staff	51-60 number of Participants
d. Five Food Staff	61-80 number of Participants

IV. TERMINATION OF SERVICE – The following will constitute the termination of services:

- a) Noticeable unclean food utensils for three (3) consecutive times.
- b) Violation and refusal of the caterer to comply with the above - mentioned Scope of Work for several times.
- c) Three (3) consecutive poor rating results in the catering activities;

V. DELIVERABLES

The following table outlines the deliverables to be provided by the Caterer:

EXPECTED OUTPUTS	SCHEDULE OF SUBMISSION
Meals and Snacks (AM/PM)	As scheduled
Charge Invoice/Attendance sheet & other supporting documents for attachments	At the end of every training conducted

VI. TIME SCHEDULE AND VENUE

The Human Resource and Development Section (HRDS), Administrative Division will notify the caterer of monthly schedule of the training courses. The caterer shall provide number of food staff as needed to carry out the services.

VII. TERMS OF PAYMENT

The DPWH Regional Office XII shall affect the preparation of documents for the caterer immediately within a reasonable time after the conduct of training courses and upon receipt of the Charge Invoice/Delivery Receipt from the caterer.

VIII. SERVICES/FACILITIES TO BE PROVIDED BY THE DPWH

The DPWH will allow the Caterer access to training venues pantry one day before and during the training.

XI. BUDGET

The approved total budget allocation for catering services in this training is One Million Two Hundred Thirty Six Thousand Pesos Only (Php 1,236,000.00)

Bid Form

Date: _____
Invitation to Bid³ N°: _____

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

Gentlemen and/or Ladies:

Having examined the Bidding Documents including 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 Bidding Documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in [BDS](#) provision for **ITB Clause Error! Reference source not found.** and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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:⁴

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____
(if none, state "None")		

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

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements as per **ITB Clause Error! Reference source not found.** of the Bidding Documents.

³ If ADB, JICA and WB funded projects, use IFB.

⁴ Applicable only if the Funding Source is the ADB, JICA or WB.

We likewise certify/confirm that the undersigned, *[for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of Name of Bidder, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the Name of Project of the Name of the Procuring Entity] [for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the Name of Bidder, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for Name of Project of the Name of the Procuring Entity].*

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Dated this _____ day of _____ 20____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Department of Public Works and Highways

Contract ID No. : **25GM006**

Name of Project: **PROCUREMENT OF CATERING SERVICE (MEALS AND SNACKS) FOR THE CY 2025 TRAINING OF DPWH REGION XII, KORONADAL CITY**

Approved Budget Ceiling : **PhP1,236,000.00**

**BID FORM (FINANCIAL PROPOSAL)
PRICE SCHEDULE FOR GOODS OFFERED**

Date of Bid Opening: June 17, 2025

1	2	3	4	5	6	7
Item No.	Description	Unit	Qty	Unit Price(Pesos)(In words & In Figures)	Amount(Pesos) (In words & In Figures)	Delivery Schedule
1	Meals	pax	2,060			
	Heavy Snacks AM	pax	2,060			
	Snacks (PM)	pax	2,060			
Nothing Follows						

TOTAL BID AMOUNT IN WORDS & FIGURES: _____

Bid Validity: _____

Name & Signature of Bidder: _____

Address: _____

Telephone/Mobile No.: _____

Name & Signature of Representative: _____

Department of Public Works and Highways

Statement of all Government and Private Contracts completed which are Similar^A in Nature

Business Name: _____

Business Address: _____

Name of Contract	a. Agency's Name: b. Address: c. Telephone No.	Type of Products Delivered	No. of Units	Description	a. Amount of Award b. Amount as Completion c. Duration	a. Date Awarded b. Contract Effectivity c. Date Completed
<u>Government</u>						
<u>Private</u>						

NOTE:

- A. This statement shall be supported with:
1. Contract or Purchase Order
 2. Certificate of Completion
 3. Certificate of Acceptance/Official Receipt

Submitted by: _____
(Printed Name & Signature)

Designation: _____

Date: _____

Department of Public Works and Highways

List of All Ongoing Government and Private Contracts including Contracts Awarded but not yet Started

Business Name: _____

Business Address: _____

Name of Contract / Project Cost	a. Owner's Name: b. Address: c. Telephone No.	Type of Product to be Delivered	No. of Units	Description	a. Amount of Award b. Amount as Completion c. Duration	Delivered Units		Value of Outstanding Works / Undelivered Portion
						Planned	Actual	
<u>Government</u>								
<u>Private</u>								
						Total Cost		

NOTE: This statement shall be supported with:

1. Notice of Award and/or Contract.
2. Notice to Proceed issued by the agency.
3. Certificate of Accomplishments signed by the owner or authorized representative.

Submitted by: _____
(Printed Name & Signature)

Designation: _____

Date: _____

"Form No. 2"

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
of agent Currency Commission or gratuity

(if none, state "None")]

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

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[state the written authority]*.

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

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

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

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

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

I/We, the undersigned, declare that:

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]
Affiant

[Jurat]

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

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

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

AFFIDAVIT

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

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

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

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

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

[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all act 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]

Performance Securing Declaration (Revised)
[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

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

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]
To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacture/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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

*[Insert NAME OF BIDDER OR ITS
AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant*

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

FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK

Summary of the Applicant Supplier's/Distributor's/Manufacturer's assets and liabilities on the basis of the attached income tax return and audited financial statement, stamped "RECEIVED" by the Bureau of Internal Revenue or BIR authorized collecting agent, for the immediately preceding year and a certified copy of Schedule of Fixed Assets particularly the list of construction equipment.

		Year 20__
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Net Worth (1-3)	
6.	Net Working Capital (2-4)	

The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

NFCC = K (current asset – current liabilities) minus value of all outstanding works under on-going contracts including awarded contracts yet to be started

NFCC = P _____

K = 10 for a contract duration of one year or less, 15 for more than one year up to two years and 20 for more than two years

Submitted by:

Name of Supplier / Distributor / Manufacturer

Signature of Authorized Representative

Date : _____

NOTE:

If Partnership or Joint Venture, each Partner or Member Firm of Joint Venture shall submit the above requirements.

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.

