

# **PHILIPPINE BIDDING DOCUMENTS**

(As Harmonized with Development Partners)

## **Procurement of GOODS**

Government of the Republic of the Philippines

**PROVISION OF MEAL  
CONCESSION SERVICES AT  
PHSA FOR THE PERIOD  
OCTOBER 01, 2022 TO  
DECEMBER 16, 2022**

**Project No. PHSABAC-PB-2022-08-002**

**Sixth Edition  
July 2020**

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# *Glossary of Acronyms, Terms, and Abbreviations*

**ABC** – Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

**DTI** – Department of Trade and Industry.

**EXW** – Ex works.

**FCA** – “Free Carrier” shipping point.

**FOB** – “Free on Board” shipping point.

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

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

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

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PhilGEPS** - Philippine Government Electronic Procurement System.

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.

# ***Section I. Invitation to Bid***



**Republic of the Philippines**  
**PHILIPPINE HIGH SCHOOL FOR THE ARTS**  
**Bids and Awards Committee**  
**National Arts Center, Mt. Makiling, Los Baños, Laguna**  
**Tel. No. (049) 576-4100 E-mail Address: bac@phsa.edu.ph**

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**INVITATION TO BID FOR**  
**PROVISION OF MEAL CONCESSION SERVICES AT PHSA FOR THE PERIOD**  
**OCTOBER 01, 2022 TO DECEMBER 16, 2022**

1. The **PHILIPPINE HIGH SCHOOL FOR THE ARTS**, through the General Appropriations Act of 2022 intends to apply the sum of **TWO MILLION TWO HUNDRED SIXTY-THREE THOUSAND TWO HUNDRED PESOS (Php 2,263,200.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for **PROVISION OF MEAL CONCESSION SERVICES AT PHSA FOR THE PERIOD OCTOBER 01, 2022 TO DECEMBER 16, 2022** with **PROJECT NO. PHSA-PB-2022-08-002**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **PHILIPPINE HIGH SCHOOL FOR THE ARTS** now invites bids for the above Procurement Project. Delivery of the Goods is required for the period **OCTOBER 01, 2022 to DECEMBER 16, 2022**. Bidders should have completed, within **five (5) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183.

4. Prospective bidders may obtain further information from **PHSA-BAC Secretariat Office** and inspect the Bidding Documents at the address given below during weekdays, **Monday to Thursday at 8:00a.m. to 5:00 p.m. only**.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **August 17, 2022 to September 05, 2022** from the given address and website 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 **TWO THOUSAND PESOS (Php 2,000.00)**.

Payment will be made directly at PHSA Cashier’s Office from Monday to Thursday, 8:00a.m. to 3:00p.m. only. Proof of payment must be presented upon acquiring a complete set of bidding documents at the BAC Secretariat Office.



It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the **PHILIPPINE HIGH SCHOOL FOR THE ARTS**, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

6. The **PHILIPPINE HIGH SCHOOL FOR THE ARTS** will hold a *Pre-Bid Conference on August 24, 2022 (Wednesday), 10:00a.m.* at *PHSA Senior High School Campus, Brgy. Tranca, Bay, Laguna*, if applicable and/or through video conferencing or webcasting via Zoom application, 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 **9:30a.m.** of **September 05, 2022 (Monday)**. 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 **September 05, 2022 (Monday), 10:00a.m.** at *PHSA, National Arts Center, Mt. Makiling, Los Baños, Laguna*. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The **PHILIPPINE HIGH SCHOOL FOR THE ARTS** 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:

**PRECY ANGELES-MONDEJAR**  
Head, BAC Secretariat  
**PHILIPPINE HIGH SCHOOL FOR THE ARTS**  
National Art Center, Mt. Makiling,  
Los Baños, Laguna, 4030  
Contact No. 049-5764100/09178536362  
Email: [bac@phsa.edu.ph](mailto:bac@phsa.edu.ph)  
Website: [www.phsa.edu.ph](http://www.phsa.edu.ph)

12. You may visit the following websites:

For downloading of Bidding Documents: [www.phsa.edu.ph](http://www.phsa.edu.ph)

August 17, 2022

**RONALDO A. ABUAN**  
BAC Chairperson

## ***Section II. Instructions to Bidders***

## 1. Scope of Bid

The Procuring Entity, **PHILIPPINE HIGH SCHOOL FOR THE ARTS (PHSA)** wishes to receive Bids for the **PROVISION OF MEAL CONCESSION SERVICES AT PHSA FOR THE PERIOD OCTOBER 01, 2022 TO DECEMBER 16, 2022**, with identification number **PHSA-PB-2022-08-002**.

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

## 2. Funding Information

2.1. The GOP through the source of funding as indicated below for **2022** in the amount of **TWO MILLION TWO HUNDRED SIXTY-THREE THOUSAND TWO HUNDRED PESOS (Php 2,263,200.00)**.

2.2. The source of funding is:

NGA, the National Expenditure Program.

## 3. Bidding Requirements

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

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

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

## 4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

## 5. Eligible Bidders

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

- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
  - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
  - iii. When the Goods sought to be procured are not available from local suppliers; or
  - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
- a. For the procurement of Non-Expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
  - b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
  - c. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: The Bidder should comply with the following requirements:
    - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies*] of the ABC for this Project; and
    - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## 6. Origin of Goods

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

## 7. Subcontracts

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

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

## 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at **PHSA Senior High School Campus, Brgy. Tranca, Bay, Laguna, if applicable** and/or through videoconferencing/webcasting via Zoom application as indicated in paragraph 6 of the **IB**.

## 9. Clarification and Amendment of Bidding Documents

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

## 10. Documents comprising the Bid: Eligibility and Technical Components

10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within five (5) years prior to the deadline for the submission and receipt of bids.

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

## 11. Documents comprising the Bid: Financial Component

11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

## 12. Bid Prices

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

## 13. Bid and Payment Currencies

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

- Payment of the contract price shall be made in: Philippine Pesos.

## 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until **one hundred twenty (120) calendar days from the date of the opening of bids**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

## 15. Sealing and Marking of Bids

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

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

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

## 16. Deadline for Submission of Bids

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

## 17. Opening and Preliminary Examination of Bids

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

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

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

## 18. Domestic Preference

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

## 19. Detailed Evaluation and Comparison of Bids

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

## 21. Signing of the Contract

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



## ***Section III. Bid Data Sheet***

# Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> <li>a. <i>Projects that are similar in nature or related to the <b>PROVISION OF MEAL CONCESSION SERVICES AT PHSA FOR THE PERIOD OCTOBER 01, 2022 TO DECEMBER 16, 2022.</b></i></li> <li>b. completed within five (5) years prior to the deadline for the submission and receipt of bids.</li> </ol>
7.1	Subcontracting is not allowed.
8	<p>The pre-bid conference will be held on <i>August 24, 2022 (Wednesday), 10:00a.m.</i> at <i>PHSA Senior High School Campus, Brgy. Tranca, Bay, Laguna, if applicable</i> and/or through videoconferencing/webcasting via Zoom application. Details are as follows:</p> <p>Meeting Link:  <a href="https://us02web.zoom.us/j/87606182952?pwd=WEpSdUZ0bytxOWtUaHRmQ3ZRNnIrdz09">https://us02web.zoom.us/j/87606182952?pwd=WEpSdUZ0bytxOWtUaHRmQ3ZRNnIrdz09</a></p> <p>Meeting ID: 876 0618 2952</p> <p>Passcode: 338965</p>
12	The price of the Goods shall be quoted “delivery duty paid (DDP)” to the PHSA, National Arts Center, Mt. Makiling, Los Baños, Laguna or the applicable International Commercial terms (INCOTERMS) for this project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> <li>a. The amount of not less than <b>Php 45,264.00</b> <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</li> <li>b. The amount of not less than <b>Php 113,160.00</b> <i>[the amount equivalent to five percent (5%) of ABC]</i> if bid security is in Surety Bond.</li> </ol> <p>If the bidders opt to submit cashier’s/manager’s check the payee shall be the PHILIPPINE HIGH SCHOOL FOR THE ARTS.</p> <p>If the bidders opt to submit Surety Bond the conditions of the obligations shall include Sec. 23.1 (b), 34.2, 40.1 and 69.1 except 69.1 (f) of the Revised Implementing Rules and Regulations of RA 9184. Submit the original copy of the Official Receipt for premium payment and if the bidder opts to submit Bid Securing Declaration, prescribed form for Secretary’s Certificate Board Resolution Supporting Bid Securing Declaration of Corporate Bidders and Special Power of Attorney shall be used.</p>

16	<p>The bidders shall <i>submit their bids manually on or before 9:30a.m. of September 05, 2022</i> at the address below:</p> <p>BAC Secretariat Supply and Procurement Office, PHSA, NAC, Mt. Makiling, Los Baños, Laguna</p>
17	<p>The bid opening will be held on <i>September 05, 2022 (Monday), 10:00a.m.</i> at <i>PHSA, National Arts Center, Mt. Makiling, Los Baños, Laguna.</i></p>
19.3	<p><i>Please refer to the PRICE SCHEDULE and TECHNICAL SPECIFICATIONS indicated in Section VII.</i></p>
20.1	<p>List of additional post-qualification documents relevant to the Project that may be required by the PHSA:</p> <ol style="list-style-type: none"> <li>1. BIR 2303</li> <li>2. Latest income and business tax returns (BIR Form 1702 or 1702) filed and paid through the BIR Electronic Filing and Payment System (eFPS)</li> <li>3. Latest Value Added Tax Returns (Forms 2550M and 2550Q) or Percentage Tax Returns (Form 2551M) files and paid through the BIR Electronic Filing and Payment System (eFPS)</li> </ol> <p>Bidders must submit the post-qualification requirements within a non-extendible period of five (5) calendar days from receipt of the notice of LCB/SCB from the BAC.</p>
21.1	<p>List of additional contract documents relevant to the project that may be required by existing laws and/or the Procuring Entity:</p> <ol style="list-style-type: none"> <li>1. Signed Notice of Award</li> <li>2. Performance Security in accordance with Section 39 of the Revised IRR of RA 9184 which includes the Performance Securing Declaration (PSD) as an alternate performance security during a state of calamity or imposition of community quarantine pursuant to GPPB Resolution No. 09-2020 dated 7 May 2020.</li> </ol>
Additional	<p>The bidder, or its authorized representative/s, shall affix their initials on each and every page of the bid in the technical and financial envelopes, including documents that require the bidder's or its authorized representative's signature, per NPM No. 118-2015.</p> <p>All forms that require signature/s on the space provided for shall be duly accomplished by the bidder, or its authorized representative/s.</p>

## ***Section IV. General Conditions of Contract***

## 1. Scope of Contract

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

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

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

## 2. Advance Payment and Terms of Payment

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

## 3. Performance Security

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

## 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**

- 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	<b>Delivery and Documents –</b>  Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).  Incidental Services –  The Supplier is required to provide additional services, if any, specified in Section VI (Schedule of Requirements).
2.2	<i>No further instruction.</i>
4	The inspections that will be conducted are in accordance with Section VII. Technical Specifications.



## ***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.

<b>Item Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Total Amount</b>	<b>Delivered, Weeks/Months</b>
1	PROVISION OF MEAL CONCESSION SERVICES AT PHSA FOR THE PERIOD OCTOBER 01, 2022 TO DECEMBER 16, 2022	111 students (October 01-31, 2022)  206 students (November 01, 2022 - December 16, 2022)	Php 2,263,200.00	For a contract duration of two and half (2 <sup>1/2</sup> ) months from <b>October 01, 2022</b> to <b>December 16, 2022</b>

## *Section VII. Technical Specifications*

<b>Item</b>	<b>Specification</b>	<b>Statement of Compliance</b>
		<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>

SPECIFICATIONS	Bidder's Statement of Compliance
<p><b>Scope of Services</b></p>	<ol style="list-style-type: none"> <li>1. The CONCESSIONAIRE shall provide meals three (3) times daily including Sundays and holidays for three (3) months effective October 01, 2022 to December 16, 2022 and shall continue to provide the services under month to month basis or on extended agreement upon written request and subject to the pleasure of the PHSA.</li> <li>2. Per DepEd Order No. 8. s, 2007, the following must be complied with: <ul style="list-style-type: none"> <li>• Only nutrient-rich foods such as root crops, noodles, rice and corn products in native preparation, fruits and vegetables in season, and fortified food products labeled rich in protein, energy, vitamins and minerals shall be sold in the school cafeteria. Beverages shall include milk shakes and juices prepared from fruits and vegetables in season;</li> <li>• The sale of carbonated drinks, sugar-based synthetic or artificially flavored juices, junk foods and any food product that may be detrimental to the child's health and that do not bear the Sangkap Pinoy seal and/or did not pass BFAD approval is prohibited.</li> <li>• Iodized salt shall be used, in controlled quantity, in the preparation of cooked foods to ensure that the iodine requirement of the clientele shall be met and to eliminate iodine deficiency disorders. The use of monosodium glutamate (vetsin) shall be regulated.</li> </ul> </li> <li>3. Meals shall be served at the PHSA during school days and such other times and places or areas as the need arise, subject to prior notification of both parties.</li> </ol>

	<p>4. Preparation and actual serving of the monthly menu, vegetarian, “halal” and other similar dietary requirements or dishes shall be faithfully observed and delivered.</p> <p>5. The CONCESSIONAIRE shall provide appropriate kitchen dining facilities and equipment, hot and cold water dispenser, and motor vehicle for the operation of the Contract.</p> <p>6. The CONCESSIONAIRE shall:</p> <ul style="list-style-type: none"> <li>▪ Designate and employ a Nutritionist/Dietician or Nutrition Supervisor;</li> <li>▪ Maintain the daily activities and cleanliness of the Cafeteria;</li> <li>▪ Practice ecological waste management at all times;</li> <li>▪ Refrain from making unnecessary noise or cause unnecessary disturbance to classes held within the area of operation;</li> <li>▪ Coordinate with PHSA authorities regarding school activities needing the CONCESSIONAIRE’s services;</li> <li>▪ Accomplish supporting papers prior to payment of all services and goods delivered;</li> <li>▪ Issue official receipts for goods and services delivered to PHSA clients;</li> <li>▪ Confer regularly with PHSA authorities on matters of discipline and behavior of PHSA students, faculty, staff and own CONCESSIONAIRE’s personnel and;</li> <li>▪ Confer regularly with PHSA authorities regarding the results of Meal Evaluation and PHSA’s suggestions for improvement.</li> </ul>	
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	<p>7. The CONCESSIONAIRE shall maintain <i>own supply of clean drinking water</i> and serve nutritious, carefully planned, nicely presented and balanced meals. Use of artificial ingredients, monosodium glutamate, oily and oil-based ingredients and salt must be kept to an absolute minimum. Softdrinks and alcoholic beverages must be excluded from the menu.</p> <p>8. The CONCESSIONAIRE shall at all times be prepared to serve meals to PHSA guests, teachers, consultants, and visitors who are not included in the regular meal list or to persons desiring to purchase meals or additional servings on cash basis.</p> <p>9. The CONCESSIONAIRE must refrain from using environmentally and health-damaging materials like polystyrene (Styrofoam), plastic and plastic-based disposable utensils and/or when storing and/or serving and packing meals for PHSA clients.</p> <p>10. The CONCESSIONAIRE shall at all times observe proper maintenance, sanitation, and health standards in the preparation of all food items. All waste materials must be segregated into recyclable, biodegradable, and non-biodegradable wastes and dispose of each accordingly.</p> <p>11. The CONCESSIONAIRE shall provide own support vehicles and emergency equipment such as rechargeable lamps and/or <i>generators in case of power failure</i>.</p> <p>12. The CONCESSIONAIRE must exercise flexibility in the conduct of services by providing alternative meal or viand to students who are vegetarians or under strict dietary requirements from the School Health and Medical Officer.</p>	
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	<p>13. The CONCESSIONAIRE shall pay the electrical charges that will be billed by the PHSA based on their actual usage. The amount shall be paid directly to the PHSA Cashier and shall deposit the same to the PHSA Trust Account. The amount shall be subject to adjustment upon prior notice to the CONCESSIONAIRE.</p> <p>14. The CONCESSIONAIRE shall provide appropriate cloth to cover the dining tables and the main serving table for aesthetic sense. All damages incurred on PHSA Cafeteria and its fixtures shall be paid for by the CONCESSIONAIRE to PHSA.</p> <p>15. The CONCESSIONAIRE shall release to PHSA authorities a menu signed by the designated nutritionist on a monthly basis during the entire duration of the Agreement. A monthly menu shall be provided and posted in advance in conspicuous areas of PHSA. Any changes in the published menu must be made at least one week in advance.</p> <p>16. Should a breach in any of the terms and conditions herein stipulated be committed by the CONCESSIONAIRE, the PHSA shall be constrained to file a motion in appropriate court for relief against the CONCESSIONAIRE, the latter agrees and obliges to pay an amount equivalent to twenty-four percent (24%) of the total amount paid for the filing of the complaint and for attorney's fees aside from the cost and expenses of litigation which PHSA is entitled to under the Rules of Court.</p>	
<p><b>Successful Bidder's Duties and Responsibilities</b></p>	<p>The CONCESSIONAIRE shall:</p> <ul style="list-style-type: none"> <li>▪ Submit an updated Organizational Chart and Personal Data Sheet of its Nutritionist/Dietician to PHSA authorities;</li> </ul>	

	<ul style="list-style-type: none"> <li>▪ Assign canteen personnel to PHSA who are physically, emotionally, and mentally fit to work, of high moral character, honest, reliable, competent, with cooperative disposition, and in no relation for up to the 4<sup>th</sup> degree of consanguinity or affinity with any PHSA officers and employees;</li> <li>▪ Replace immediately CONCESSIONAIRE personnel who shall be found undesirable or whose services are unsatisfactory;</li> <li>▪ Ensure the availability of personnel, supplies, tools and equipment at all times as enumerated herein and specified in the Agreement;</li> <li>▪ Secure the necessary permits or licenses; pay all taxes and fees which are due to the local and/or national government.</li> </ul>	
<p><b>Duties and Responsibilities of PHSA and CONCESSIONAIRE</b></p>	<p>1. The PHSA shall pay the CONCESSIONAIRE twice a month in the form of check, subject to existing government accounting and auditing rules and regulations and subject further to the availability of funds and cash and after all the requirements appertaining thereto have been fully accomplished and complied with by both parties including the following:</p> <ul style="list-style-type: none"> <li>▪ The PHSA shall pay the CONCESSIONAIRE an amount that will be based on actual Statement of Account submitted and subject to applicable tax rules and regulations;</li> <li>▪ Daily meal sign list, prepared by the CONCESSIONAIRE and signed by students, faculty, staff and official guests after every meal. This list shall be reconciled by PHSA authorities against the CONCESSIONAIRE's own record;</li> </ul>	

	<ul style="list-style-type: none"> <li>▪ A Statement of Account with meal sign list prepared by the CONCESSIONAIRE and counterchecked by the Student Services Division Personnel attached to it. This shall be submitted to the Accounting Office of PHSA within three (3) working days after the 15<sup>th</sup> and end of each month;</li> <li>▪ Subject to availability of funds, payments shall be made by PHSA within five (5) working days after the CONCESSIONAIRE has submitted the semi-monthly Statement of Account to PHSA.</li> <li>▪ The Currency in which payments shall be made to the CONCESSIONAIRE under this Agreement shall be in Philippine Peso.</li> </ul> <ol style="list-style-type: none"> <li>2. The PHSA reserves the right to terminate the services of the CONCESSIONAIRE anytime for legal cause given at least fifteen (15) calendar day written notice prior to the intended date of termination.</li> <li>3. The CONCESSIONAIRE may terminate this Agreement for just and legal cause which include among others, a three (3) months delay in the payment of services by PHSA anytime via a written notice given to PHSA at least thirty (30) calendar days prior to the intended date of termination.</li> <li>4. The continued implementation of the Agreement will be based on Quarterly CONCESSIONAIRE Performance Evaluation. A Performance Rating of Unsatisfactory for two (2) rating period shall be ground for termination of the Agreement and the CONCESSIONAIRE shall be banned from participating in any bidding activities at PHSA in the future.</li> </ol>	
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<p><b>Standard Operating Procedures</b></p>	<p>The CONCESSIONAIRE shall:</p> <p>A. Quantity of Food/Purchasing</p> <ol style="list-style-type: none"> <li>1. Identify needs by planning new or reviewing existing menus.</li> <li>2. Estimate quantities needed.</li> <li>3. Determine standards of quality for each food items.</li> <li>4. Calculate desired inventory or stock levels for each item.</li> <li>5. Identify amounts to purchase by subtracting stock levels.</li> <li>6. Develop purchase orders.</li> <li>7. Have a written list of suppliers.</li> </ol> <p>B. Storing of Food Items/Supplies</p> <ul style="list-style-type: none"> <li>• Dry Storage <ol style="list-style-type: none"> <li>1. Proper lighting, ventilation and air circulation. The storage area should be dry and the temperature not over 70°F to avoid the growth of organisms and development of unpleasant odor.</li> <li>2. Dry staples like rice, flour and condiments should be placed in separate containers and above the floor.</li> <li>3. Food supplies should be arranged in an orderly and systematic way for easy monitoring of numbers and expiration dates.</li> <li>4. First-in and First-out method is advisable to ensure the use of the oldest stock first.</li> <li>5. Should be protected from insects and rodents by properly using insecticides.</li> </ol> </li> </ul>	
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	<ol style="list-style-type: none"> <li>6. Floors should always be clean and slip resistant.</li> <li>7. No trash should be left on the floor/shelves.</li> <li>8. Regular cleaning schedule is needed.</li> <li>9. Security should also be provided to avoid pilferage.</li> <li>10. Toxic and non-food items should be kept on separate store rooms.</li> </ol> <ul style="list-style-type: none"> <li>• Refrigeration and Freezer Storage <ol style="list-style-type: none"> <li>1. Fresh and frozen foods delivered should be placed in the frozen storage immediately and kept at these temperatures until ready to use.</li> <li>2. Holding Temperatures: Fresh fruits and vegetables -40°F to 45°F and for Meats, Poultry, Daily Products and Eggs: 32°F - 40° F</li> <li>3. Frozen Products: 0° F - 10° F</li> <li>4. Foods in the refrigerator should also follow the First-in First-out method.</li> <li>5. Fruits and Vegetables should be check for ripeness and decaying pieces which should be removed to prevent spoilage.</li> <li>6. Refrigerators and Freezers should be thoroughly cleaned and free of spilled foods.</li> <li>7. Cooked food should be placed in containers with covers.</li> </ol> </li> </ul>	
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	<ol style="list-style-type: none"> <li>8. Foods with strong odors and left-over foods are placed in tight containers.</li> <li>9. Take caution in storing warm foods for the heat can retain in its center and can elevate the refrigerator temperature resulting to spoilage.</li> <li>10. Daily checks on the contents are advisable to prevent spoilage, used left-over and incorporate broken package foods.</li> <li>11. Regular inspection of the equipment is needed to keep equipment in good working condition.</li> <li>12. Store foods in the meat well/freezer 2 inches below the frost line to allow proper air circulation.</li> </ol> <p>C. Preparation and Production</p> <ol style="list-style-type: none"> <li>1. Avoid food cross contamination through separating cooked foods with raw foods, separating contaminated utensils and cooking ware, and maintaining cooking ware and utensils clean and dry.</li> <li>2. Wash hands properly before starting food preparation and production.</li> <li>3. Keep kitchen area well-ventilated to prevent accidents.</li> <li>4. Keep equipment clean and check if properly working to lengthen its usage life and avoid accidents.</li> <li>5. Maintain preparation tables and floors clean and dry at all times.</li> </ol>	
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	<p>D. Style of Food Service</p> <ol style="list-style-type: none"> <li>1. Be on time. Avoid delay in serving of meals.</li> <li>2. Hot foods should be hot and cold foods should be cold.</li> <li>3. Menu card/board is also advisable.</li> <li>4. Monitoring the holding time of the cooked products is needed to prevent food borne illnesses.</li> </ol> <p>E. Dishwashing Area</p> <p>Wash, Rinse and Sanitize. Have a two/three compartment sink in washing, rinsing and sanitizing dishes to allow proper sanitation of the utensils. Air dry utensils and cooking wares.</p> <p>F. Hand washing Area</p> <ol style="list-style-type: none"> <li>1. Have a written hand washing policies which includes the standard procedure in hand washing, when to hand wash, complete and proper set up of hand washing area.</li> <li>2. Train employees on the standard procedure and inform them on the importance of proper hand washing.</li> </ol> <p>G. Personnel</p> <ol style="list-style-type: none"> <li>1. Wear proper work attire: clean uniforms, aprons, hair nets/caps, and slip resistant shoes.</li> <li>2. No jewelry policy. Plain marriage bond ring is only the allowed jewelry.</li> </ol>	
<p><b>Use of Contract Documents and Information</b></p>	<p>The CONCESSIONAIRE shall not, except for purposes of performing the obligations in the Contract, without the PHSA's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the PHSA. Any such disclosure shall be made for purposes of such performance.</p>	

<b>Inspection</b>	The PHSA or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract at no extra cost.	
<b>Settlement of Disputes</b>	<p>If any dispute or difference of any kind whatsoever shall arise between the PHSA and the CONCESSIONAIRE, in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute by mutual consultation.</p> <ul style="list-style-type: none"> <li>• If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, either the PHSA or the CONCESSIONAIRE may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.</li> </ul>	
<b>Force Majeure</b>	<ul style="list-style-type: none"> <li>• The CONCESSIONAIRE shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of a <i>force majeure</i>.</li> <li>• For purposes of the Contract, the terms “force majeure” and “fortuitous event” may be used interchangeably. In this regard, a fortuitous event or force majeure shall be interpreted to mean an event which the CONCESSIONAIRE could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could not have been avoided with the exercise of reasonable diligence by the CONCESSIONAIRE.</li> </ul>	

	<ul style="list-style-type: none"> <li>• If a force majeure situation arises, the CONCESSIONAIRE shall promptly notify the PHSA in writing of such condition and the cause thereof. Unless otherwise directed by the PHSA in writing, the CONCESSIONAIRE shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure.</li> </ul>	
<b>Termination for Default</b>	The PHSA shall terminate the Contract for default if the CONCESSIONAIRE fails to perform any obligation under the Contract or when the CONCESSIONAIRE declared bankruptcy or insolvency as determined with finality by a court of competent jurisdiction.	
<b>Termination of Unlawful Acts</b>	<p>The PHSA may terminate the Contract in case it is determined <i>prima facie</i> that the CONCESSIONAIRE has engaged, before or during the implementation of the Contract, in unlawful deeds and behavior relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:</p> <ul style="list-style-type: none"> <li>• Corrupt, fraudulent and coercive practices;</li> <li>• Drawing up or using forged documents;</li> <li>• Any other act analogous to the foregoing</li> </ul>	
<b>Procedures for the Termination of Contracts</b>	<p>The following provisions shall govern the procedures for termination of the Contract:</p> <ul style="list-style-type: none"> <li>• Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the PHSA shall within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;</li> </ul>	

	<ul style="list-style-type: none"> <li>• Upon recommendation by the Implementing Unit, the Head of the PHSA shall terminate the Contract only by a written notice to the CONCESSIONAIRE. The notice shall state:             <ol style="list-style-type: none"> <li>1. that this Contract is being terminated for any of the ground(s) aforementioned;</li> <li>2. the extent of termination, whether in whole or in part;</li> <li>3. an instruction to the CONCESSIONAIRE to show cause as to why this Contract should not be terminated; and</li> <li>4. special instructions of PHSA, if any.</li> </ol> </li> <li>• The Notice to Terminate shall be accompanied by a copy of the Verified Report;</li> <li>• Within a period of seven (7) calendar days from receipt of the Notice of Termination, the CONCESSIONAIRE shall submit to the Head of the PHSA a verified position paper stating why this Contract should not be terminated. If the CONCESSIONAIRE fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the Head of the PHSA shall issue an order terminating this Contract;</li> <li>• The PHSA may, at any time before receipt of the CONCESSIONAIRE's verified position paper to withdraw the Notice to Terminate if its determined that certain items or works subject of the notice had been completed, delivered, or performed before the CONCESSIONAIRE's receipt of the notice.</li> <li>• Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the Head of the PHSA shall decide whether or not to terminate the Contract. It shall serve a written notice to the CONCESSIONAIRE of its decision and</li> </ul>	
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	<p>unless otherwise provided, the Contract is deemed terminated from receipt of the CONCESSIONAIRE of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate; and</p> <ul style="list-style-type: none"> <li>• The Head of the PHSA may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the Head of the PHSA.</li> </ul>	
<b>Contract Amendment</b>	<p>Subject to applicable laws, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.</p>	
<b>RECOMMENDATIONS FROM THE MUNICIPAL HEALTH OFFICE OF LOS BAÑOS, LAGUNA</b>	<ul style="list-style-type: none"> <li>• Regular/random visits by the municipal sanitary inspector at PHSA.</li> <li>• Regular water testing.</li> <li>• Coordination by the Los Baños Municipal Health Office (LBMHO) with Bay Municipal Health Office for visits at the restaurant where food for PHSA is prepared and cooked.</li> <li>• Sampling of the food for bacteriological testing at a publicly recognized facility, at the caterer’s own expense.</li> <li>• Collection of stool samples from all patients with gastro-intestinal complaints, even if formed and not soft or watery.</li> <li>• Medical consult with a doctor at the University Health Service for each patient with GI symptoms.</li> <li>• Immediate reporting of notifiable diseases by the school to the LBMHO.</li> <li>• All food handlers must secure health card from LBMHO.</li> </ul>	



## **BIDDER'S UNDERTAKING**

I/We, the undersigned bidder, having examined the Bidding Documents including Bid Bulletins, as applicable, hereby BID to (supply/deliver/perform) the above described items.

I/We undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security within ten (10) calendar days from receipt of the Notice of Award.

Until a formal contract/order confirmation is prepared and signed, this BID is binding on us.

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**Bidder's Company Name (in print)**

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**Signature Over Printed Name of Authorized Representative**

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**Date**

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

# Checklist of Technical and Financial Documents

<b>Name of Bidder</b>			
<b>ENVELOPE NO. 1</b>			
<b>I. TECHNICAL COMPONENT ENVELOPE</b>			
<i>Class "A" Documents</i>			
<b><u>Legal Documents</u></b>			
1	Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages); <b>or</b>		
	1.a. 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.		
	1.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.		
	1.c. Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).		
<b><u>Technical Documents</u></b>			
2	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.		
3	Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents;		
4	Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; <b>or</b> Original copy of Notarized Bid Securing Declaration;		
5	Conformity with the Technical Specifications which may include production/delivery schedule, manpower requirements, and as enumerated and specified in Section VII of the <b>PBD</b> .		
6	Original duly signed Omnibus Sworn Statement (OSS); <b>and</b> 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.		

<b><i>Financial Documents</i></b>			
7	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.		
8	The prospective bidder's computation of Net Financial Contracting Capacity (NFCC); <b>or</b> A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.		
<b><i>Class "B" Documents</i></b>			
9	If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence; <b>or</b> 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.		
<b>ENVELOPE NO. 2</b>			
<b>II. FINANCIAL COMPONENT ENVELOPE</b>			
1.	Original copy of duly signed and accomplished Financial Bid Form;		
2.	Original copy of duly signed and accomplished Price Schedule(s); and		
3.	List of One Month Menu Cycle with Specific Menu and Service Size per Meal (Breakfast/Lunch/Dinner)		

**NOTE:**

The Bidder is responsible to double check the full description of above requirements in the bidding documents issued by the PHSA.

The Bidders are required to provide a Table of Contents and corresponding tab/label for each submitted technical and financial components to help ensure completeness of submission by the bidders and facilitate examination by the BAC.

**Any missing document is a ground for outright rejection of the bid.**

## *Section IX. Bidding Forms*

# BID FORM

Date: \_\_\_\_\_  
Project Identification No.: \_\_\_\_\_

To: *BIDS AND AWARDS COMMITTEE  
Philippine High School for the Arts  
National Arts center, Mt. Makiling,  
Los Baños, Laguna*

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

*[Insert this paragraph if Foreign-Assisted Project with the Development Partner:*

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

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

(if none, state "None")/

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

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

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

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

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

Name: \_\_\_\_\_

Legal capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

Date: \_\_\_\_\_

<b>PRICE SCHEDULE FORM</b>				
<b>FOR THE PROVISION OF MEAL CONCESSION SERVICES AT PHSA</b>				
<b>FOR THE PERIOD OCTOBER 01, 2022 TO DECEMBER 16, 2022</b>				
<b>COVERED PERIOD</b>	<b>NUMBER OF DAYS</b>	<b>RATE PER DAY</b>	<b>NUMBER OF STUDENTS</b>	<b>TOTAL AMOUNT</b>
October 1-31, 2022	24		111	
November 1-30, 2022	26		206	
December 1-16, 2022	16		206	
<b>TOTAL AMOUNT</b>				
Total Approved Budget for the Contract:			<b>Php</b>	<b>2,263,200.00</b>
Required Bid Bond (2% of the ABC):			<b>Php</b>	<b>45,264.00</b>
Required Bid Bond (5% of the ABC):			<b>Php</b>	<b>113,160.00</b>
Contract Duration:			<b>October 01, 2022 to December 16, 2022</b>	
TOTAL BID PRICE (in figures):				
TOTAL BID PRICE (in words)				
Company Name:				
Address:				
Phone No.				
Email Address:				
Quoted by (Name and Signature)				



**Statement 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 Nos.	Nature of Work	a. Date Awarded b. Date Started c. Date of Completion	% of Accomplishment		Value of Outstanding Works/Undelivered Portion
				Planned	Actual	
<b><u>Government</u></b>						
<b><u>Private</u></b>						

**Note:** This statement shall be supported with:

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

Submitted by: \_\_\_\_\_  
(Printed Name & Signature)

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

**Instructions:**

- i. State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project being bid)
- ii. If there is no ongoing contract including awarded but not yet started, state none or equivalent term.
- iii. The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC).

**Statement of the Bidder's Single Largest Completed Contract Similar to the Contract to be Bid**  
(indicate only one)

Business Name : \_\_\_\_\_

Business Address : \_\_\_\_\_

Name of Contract	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	a. Amount at Award b. Amount at Completion c. Contract Duration	a. Date Awarded b. Contract Effectivity c. Date Completed
<u>Government</u>				
<u>Private</u>				

**Note:** This statement shall be supported with:

1. Notice of Award and/or Contract
2. Certificate of Completion
3. Certificate of Acceptance

Submitted by: \_\_\_\_\_

(Printed Name & Signature)

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

## Net Financial Contracting Capacity (NFCC) Form

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A. Summary of the Bidder's assets and liabilities on the basis of the attached audited financial statement, stamped "RECEIVED" by the Bureau of Internal Revenue or BIR authorized collecting agent, for the preceding calendar/tax year which should not be earlier than two (2) years from the date of bid submission.

		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)	
7	Total Value of Outstanding Works	

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

NFCC = [(**Current assets minus current liabilities**) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.

NFCC = Php \_\_\_\_\_

Herewith attached is a true copy of the audited financial statement: stamped "RECEIVED" by the BIR or BIR authorized collecting agent for the preceding calendar/tax year which should not be earlier than two (2) years from the date of bid submission.

Submitted by:

\_\_\_\_\_  
Registered Business Name of Bidder

\_\_\_\_\_  
Name and signature of Authorized Representative

Date: \_\_\_\_\_

## **Bid Securing Declaration Form**

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

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REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_) S.S.

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

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

I/We, the undersigned, declare that:

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

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

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

**SUBSCRIBED AND SWORN** to before me this \_\_\_ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ and his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_.

Witness my hand and seal this \_\_\_ day of [month] [year].

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_, [date issued], [place issued]

IBP No. \_\_, [date issued], [place issued]

Doc. No. \_\_\_\_\_

Page No. \_\_\_\_\_

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Series of \_\_\_\_\_.

**Contract Agreement Form for the Procurement of Goods (Revised)**  
*[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]*

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**CONTRACT AGREEMENT**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between [name of PROCURING ENTITY] of the Philippines (hereinafter called “the Entity”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of [*contract price in words and figures in specified currency*] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
  - i. Philippine Bidding Documents (PBDs);
    - i. Schedule of Requirements;
    - ii. Technical Specifications;
    - iii. General and Special Conditions of Contract; and
    - iv. Supplemental or Bid Bulletins, if any
  - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;  
  
Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents 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;
  - iii. Performance Security;
  - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
  - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

*[Insert Name and Signature]*

*[Insert Name and Signature]*

*[Insert Signatory's Legal Capacity]*

*[Insert Signatory's Legal Capacity]*

*for:*

*for:*

*[Insert Procuring Entity]*

*[Insert Name of Supplier]*

### **Acknowledgment**

**SUBSCRIBED AND SWORN** to before me this \_\_\_ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ and his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_.

Witness my hand and seal this \_\_\_ day of *[month]* *[year]*.

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_, *[date issued]*, *[place issued]*

IBP No. \_\_, *[date issued]*, *[place issued]*

Doc. No. \_\_\_\_\_

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Series of \_\_\_\_\_.

## Omnibus Sworn Statement (Revised)

*[shall be submitted with the Bid]*

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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

**SUBSCRIBED AND SWORN** to before me this \_\_\_ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ and his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_.

Witness my hand and seal this \_\_\_ day of *[month]* *[year]*.

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_  
Notary Public for \_\_\_\_\_ until \_\_\_\_\_  
Roll of Attorneys No. \_\_\_\_\_  
PTR No. \_\_, *[date issued]*, *[place issued]*  
IBP No. \_\_, *[date issued]*, *[place issued]*

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of \_\_\_\_\_.

## 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]*

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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/manufacturer/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*

**SUBSCRIBED AND SWORN** to before me this \_\_\_ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ and his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_.

Witness my hand and seal this \_\_\_ day of [month] [year].

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_, [date issued], [place issued]

IBP No. \_\_, [date issued], [place issued]

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**COMMITTED CREDIT LINE CERTIFICATE**

Date: \_\_\_\_\_

Name of the Head of the Procuring Entity  
Name of the Procuring Entity  
Address of the Procuring Entity

CONTRACT/PROJECT: \_\_\_\_\_

COMPANY/FIRM: \_\_\_\_\_

ADDRESS : \_\_\_\_\_

BANK/FINANCING INSTITUTION: \_\_\_\_\_

ADDRESS : \_\_\_\_\_

AMOUNT : \_\_\_\_\_

This is to certify that the above Bank/Financing Institution with business address indicated above, commits to provide the <Supplier/Distributor/Manufacturer/Contractor>, if awarded the above-mentioned Contract, a credit line in the amount specified above which shall be exclusively used to finance the performance of the above-mentioned contract subject to our terms, conditions and requirements.

The credit line shall be available within fifteen (15) calendar days after receipt by the <Supplier/Distributor/Manufacturer/Contractor> of the Notice of Award and such line of credit shall be maintained until the project is completed by the Contractor.

This Certification is being issued in favor of said <Supplier/Distributor/Manufacturer/Contractor> in connection with the bidding requirement of (Name of the Procuring Entity) for the above-mentioned Contract. We are aware that any false statements issued by us make us liable for perjury.

Name and Signature of Authorized Financing Institution Officer : \_\_\_\_\_

Official Designation : \_\_\_\_\_

Concurred By:

Name & Signature of <Supplier/Distributor/Manufacturer/Contractor>'s Authorized Representative : \_\_\_\_\_

Official Designation : \_\_\_\_\_

*Note: The amount committed should be machine validated.*

**SUBSCRIBED AND SWORN** to before me this \_\_\_ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ and his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_.

Witness my hand and seal this \_\_\_ day of [month] [year].

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_, [date issued], [place issued]

IBP No. \_\_, [date issued], [place issued]

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## JOINT VENTURE FORM

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### PROVISION OF SECURITY SERVICES AT PHSA FOR THE YEAR 2022

In line with the required eligibility document in the bidding for the above-mentioned item, we are submitting the appropriate document/s as indicated in the box checked below:

- Valid and existing Join Venture Agreement (JVA)
- Notarized statement from potential joint venture partners stating that we will enter into a JVA and will abide by the provision of the JVA and will abide by the provision of the JVA in the instance that the bid is successful.
- Not Applicable

I hereby certify that all statement and information provided herein are complete, true, and correct.

Signature of Representative : \_\_\_\_\_

Name of Representative : \_\_\_\_\_

Official Designation : \_\_\_\_\_

Company : \_\_\_\_\_

Address : \_\_\_\_\_

Telephone/ Fax/ E-mail : \_\_\_\_\_

**JOINT VENTURE AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS:

That this JOINT VENTURE AGREEMENT is entered into by and between: \_\_\_\_\_, of legal age, \_\_\_\_\_, owner/proprietor of \_\_\_\_\_ and a resident of \_\_\_\_\_.

-and-

owner/proprietor of \_\_\_\_\_, of legal age, \_\_\_\_\_, a resident of \_\_\_\_\_.

That both parties agree to join together their capital, manpower, equipment, and other resources and efforts to enable the Joint Venture to participate in the Eligibility Check, Bidding and Undertaking of the hereunder stated Contract of the \_\_\_\_\_.

NAME OF PROJECT

CONTRACT AMOUNT

That both parties agree to be jointly and severally liable for their participation in the Eligibility Check, Bidding and Undertaking of the said contract.

That both parties agree that \_\_\_\_\_ and/or \_\_\_\_\_ shall be the Official Representative of the Joint Venture, and are granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Joint Venture in the Eligibility Check, Bidding and Undertaking of the said contract, as fully and effectively and the Joint Venture may do and if personally present with full power of substitution and revocation.

That this Joint Venture Agreement shall remain in effect only for the above stated Contracts until terminated by both parties.

Done this \_\_\_\_\_ day of \_\_\_\_\_, in the year of our Lord \_\_\_\_\_.

Name of Authorized Representative/Owner: \_\_\_\_\_

Signature : \_\_\_\_\_

Date : \_\_\_\_\_



# ENVELOPE SEALING ILLUSTRATION



