



Republic of the Philippines
MUNICIPALITY OF LINGAYEN
Province of Pangasinan

PHILIPPINE BIDDING DOCUMENTS

PROCUREMENT OF CATERING SERVICES (MEALS and/or SNACKS) FOR THE MUNICIPALITY OF LINGAYEN ACTIVITIES

Sixth Edition

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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
MUNICIPALITY OF LINGAYEN
Province of Pangasinan

INVITATION TO BID FOR Procurement of Catering Services (Meals and/or Snacks) for the MUNICIPALITY OF LINGAYEN Activities

1. The Municipality of Lingayen, intends to apply the sum of *Two Million Seven Hundred Sixty Thousand Pesos Only (PhP 2,760,000.00)* being the ABC to pay for the **Procurement of Catering Services (Meals and/or Snacks) for the MUNICIPALITY OF LINGAYEN Activities** with Purchase Request No. 100-21-02-018 to be charged through the LGU's General Fund. *Bids received in excess of the Approved Budget for the Contract shall be automatically rejected.*

The *Municipality of Lingayen* invites bids for the above Procurement Project. Delivery of Goods is required on the date of the event/activity specified in the Order Slip. The Supplier is required to supply the goods from April to December 2021 or until the Contract Price is used up, whichever ever comes first. Bidders should have completed, within *three 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).

Bidding will be conducted through open competitive bidding procedures using a non discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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

Prospective Bidders may obtain further information from *BAC Office, Municipal Hall, Building, Lingayen, Pangasinan* and inspect the Bidding Documents at the address given below during *8:00 A.M. to 5:00 P.M. Monday to Friday except holidays*.

A complete set of Bidding Documents may be acquired by interested Bidders on *March 18, 2021 to April 14, 2021* from the given address and website(s) below *and upon payment of fees for bidding documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Five Thousand Pesos Only (P5,000.00)*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees and *will be presented in person*.

The *Municipality of Lingayen* will hold a Pre-Bid Conference¹ on *March 31, 2021, 9:00 A.M.* at *Municipal Conference Room, Municipal Hall Building, Lingayen, Pangasinan*, which shall be open to prospective bidders.

Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below, on or before *April 14, 2021, 9:00 A.M.*. Late bids shall not be accepted.

All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.

Bid opening shall be on *April 14, 2021, 9:00 A.M.* at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

The *Municipality of Lingayen* 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.

For further information, please refer to:

*BAC Secretariat
Municipal Hall Building
Lingayen, Pangasinan*

You may visit the following websites:

For downloading of Bidding Documents: *www.lingayen.gov.ph*

March 18, 2021

Date of Issue

JOAN JUDE R. LOPEZ, LLB, MBM
BAC Chairperson, Mun. Civil Registrar

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, Municipality of Lingayen, wishes to receive Bids for the **Procurement of Catering Services (Meals and/or Snacks) for the Municipality of Lingayen Activities**, with Purchase Request number *100-21-02-018_*.

The Procurement Project (referred to herein as “Project”) is composed seven (7) lots, 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 in the *FY 2021 Annual Budget* in the amount of ***Two Million Seven Hundred Sixty Thousand Pesos Only*** (PhP 2,760,000.00).

2.2. The source of funding is the FY 2021 General Fund of LGU’s Annual Budget.

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.

- 5.3. 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 Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time at its physical address on March 31, 2021, 9:00 A.M. at Municipal Conference Hall, 2nd Floor Municipal Building, Poblacion, Lingayen, Pangasinan.

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 *three(3) 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.

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.

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 in any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid until *120 days from the opening of bids*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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.

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 lots or items, and evaluation undertaken on a proposal on any of the lot or item basis, as the **ITB** Clause 15 shall be
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded as One Project having several items that shall be awarded as one contract.

19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid

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> <p style="margin-left: 40px;"><i>a. Catering services and/or delivery of meals and snacks</i></p> <p style="margin-left: 40px;"><i>b. completed within three (3) years prior to the deadline for the submission and receipt of bids.</i></p>
7.1	<i>Not applicable</i>
12	Not applicable
14.1	<p>The bid security shall be in the form any of the following forms and amounts:</p> <p style="margin-left: 40px;">a. The amount of not less than <i>Fifty-Five thousand Two Hundred Pesos Only (P55,200.00)</i> [two percent (2%) of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p style="margin-left: 40px;">b. The amount of not less than <i>One Hundred Thirty-Eight Thousand Pesos Only (P138,000.00)</i> [five percent (5%) of ABC] if bid security is in Surety Bond.</p>
19.3	<i>One lot consisting of not more than 5,060 packed meals (either breakfast, lunch or dinner) and not more than 9,936 packed snacks (either morning or afternoon) with an Approved Budget for the Contract of Two Million Seven Hundred Sixty Thousand Pesos Only (P2,760,000.00)</i>
20.2	<p><i>Pertinent documents needed to be submitted by the winning supplier to the BAC Office before the issuance of Notice of Award:</i></p> <ol style="list-style-type: none"> <i>1. PhilGEPS</i> <i>2. Mayor's Permit</i> <i>3. Income and Business Tax Return</i> <i>4. Tax Clearance</i>
21.2	<i>Not applicable</i>

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>“The delivery terms applicable to this Contract are delivered <i>once received and accepted by the requesting office.</i></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 shall be the head of the respective offices mentioned in the Term of Reference.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ul style="list-style-type: none"> a. free delivery of the goods b. The supplier shall dispose of the garbage and leftovers
	<p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Transportation –</p> <p>The supplier shall deliver the goods at the designated place(s) of destination, ensuring at all times the freshness and quality of the goods to be delivered.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during the transit.</p>
2.2	<p><i>The Supplier must be paid within fifteen (15) days after every billing by the Supplier.</i></p>
4.	<p>The inspections and tests that will be conducted are: <i>checking of quantity and food quality, technical specifications,</i></p>

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	ABC	Effectivity of the Contract
	Procurement of catering services (meals and/or snacks for 2021 Municipality of Lingayen Activities)		P2,760,000.00	upon receipt of the Notice to Proceed and P.O
	meals (either breakfast, lunch or dinner)	not more than 5,060 packs		
	AM/PM snacks	not more than 9,936 packs		

Section VII. Technical Specifications

Section VII. Technical Specifications

Item	Specification	Statement of Compliance
	<p>Procurement of catering services (meals and/or snacks for 2021 Municipality of Lingayen Activities)</p> <p>not more than 5,060 packs meals (either breakfast, lunch or dinner) not more than 9,936 packs AM /PM snacks</p> <p>Specifications: Breakfast – steamed or fried rice, four viands of any of the following: scrambled/sunny side up eggs, tocino, dried fish, beef tapa, processed meat product</p> <p>Lunch/Dinner – Steamed rice, three viands of any of the following-one vegetable/noodles, one pork/beef dish, one fish dish and one chicken dish</p> <p style="text-align: center;">Soup</p> <p style="text-align: center;">Dessert either sweets or fruits</p> <p>atleast 240ml canned juice or 300ml bottled fruit juice preferably locally produced</p> <p>Breakfast – coffee and/or chocolate drink and/or tea, juice</p> <p>AM and PM snacks anyone but not limited to the following – kakanin, pasta, fresh lumpia, noodles, siopao, burger with 300ml bottled fruit juice or 240ml canned juice</p>	

TERMS OF REFERENCE

Procurement of Catering Services (Meals and/or Snacks) for CY 2021 Municipality of Lingayen Meetings/Activities

1. RATIONALE

The Municipality of Lingayen is a 1st Class Municipality in the province of Pangasinan. Being the capital town of the province, it aims to provide quality services and upholds the general welfare of its people through various projects and programs that will promote the general welfare of its constituents.

In order to efficiently and effectively carry-out its program/activities, the Municipality of Lingayen regularly conduct meetings/activities in order to address various concerns that affects the delivery of basic services. The said activities by every department concern are already predetermined based on their proposed programs and activities being conducted annually. In view of this, the municipality will procure catering services (meals and/or snacks)through framework agreement for more efficient procurement that will also result to improved facilitation of meetings.

2. GENERAL OBJECTIVE

The Municipality of Lingayen Bids and Awards Committee seeks to outsource for the procurement of catering services (delivery of meals and/or snacks) for CY 2021 meeting/activities through Framework Agreement with the following objectives:

1. To ensure that the conduct of the meetings/activities is efficient in terms of food services; and
2. To facilitate timely procurement for the meals for the CY 2021 meetings/activities.

3. SCOPE OF WORK

The winning bidder shall provide catering services (meals and/or snacks) for the following CY 2021 Activities:

- a. Various meetings/activities to be conducted by Municipal Agriculture Office;
 - b. Various meetings/activities to be conducted by LDRRMO;
 - c. Various meetings/activities to be conducted by Mayor's Office;
 - d. Various meetings/activities to be conducted by Mun. Planning Office;
 - e. Various meetings/activities to be conducted by MSWD Office;
 - f. Various meetings/activities to be conducted by RHU-1;
 - g. Various meetings/activities to be conducted by PNP Lingayen.
- The Procuring Entity shall provide the Supplier with an Order Slip specifying the event, date, time, number of attendees and type of goods required (whether meal or snack) at least seven (7) calendar days before the scheduled event.

3. REPEAT ORDER

1. No Repeat Order for an item in the shall be allowed until after the procuring entity has exhausted the maximum quantity for the same item specified therein has expired, whichever comes first and subject to the conditions provided in Section 51 of RA No. 9184 and its revised IRR. For this purpose, the Repeat Order may only be availed of within six (6) months from the date of the last or final Call-Off for a specific item where the maximum quantity has been exhausted or from the expiration
2. In case Repeat Order is allowed and resorted to, the twenty-five percent (25%) maximum allowable quantity shall be based on the aggregate quantity of actual items ordered and delivered.

4. DISPUTE RESOLUTION:

- A. In the matter of dispute, should any dispute related to the Contract and/or rights of the parties arise, the same shall be submitted to mutual consultation, mediation and arbitration, in the order of application. The venue of the proceedings shall be in Lingayen, Pangasinan.
- B. In case of a court suit, the venue shall be the courts of competent jurisdiction in Lingayen, Pangasinan, to the exclusion of all other courts; and
- C. Any amendment or additional terms and conditions to the Agreement and the Contract must be in writing, signed and acknowledged by the Parties.

5. GENDER AND DEVELOPMENT:

Municipality of Lingayen's commitment to mainstream Gender and Development concerns in all its programs and activities is considered in the Terms of Reference (TOR). The conduct of problem identification and activity design, women concerns and their possible positive/negative, immediate and long-term impact on women and children are considered. Both women and men are part in the crafting of this TOR. This includes constraints and opportunities related to women and men's participation in decision making process for procurement-related activities. Gender-related information is considered in the design and content of this TOR. The activity is supportive of GAD initiative to address gender gaps and issues, specifically to have an equal opportunity for women and men in planning, implementation and monitoring of this procurement activity. The gender equality targets and indicators of this TOR are the following:

1. The crafting of this TOR is participated by men and women;
2. The conduct of this procurement planning, implementation and monitoring is delegated, regardless of gender.

***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).

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