



Republic of the Philippines
House of Representatives
Quezon City, Metro Manila

Bidding Documents for the

Provision for the 2021

South Lounge Food Concession,

including Supplies, Equipment

and Services

(JSR No. 20-12-0221)

January 2021

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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
House of Representatives
Quezon City, Metro Manila

INVITATION TO BID FOR THE

***Provision for the 2021 South Lounge Food Concession,
including Supplies, Equipment, and Services***

1. The *House of Representatives (HRep)*, through the *General Appropriations Act of 2021 (GAA)* intends to apply the sum of **PHP5,197,500.00** being the ABC to payments under the contract for the ***Provision for the 2021 South Lounge Food Concession, including Supplies, Equipment and Services / JSR No. 20-12-0221***. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *HRep* now invites bids for the above Procurement Project. Delivery of the Goods is required by ***1 May 2021 to 31 December 2021***. Bidders should have completed, within *five (5) years* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “pass/fail” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
 - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information from the *HRep* and inspect the Bidding Documents at the address given below during office hours from ***9:00 a.m. to 5:00 p.m.***
5. A complete set of Bidding Documents may be acquired by interested Bidders on ***14 January 2021 up to the deadline of bid submission*** from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of ***Five***

Thousand (PHP5,000.00) Pesos. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.

6. The *HRep* will hold a Pre-Bid Conference on **21 January 2021 (Thursday), at 10:00 a.m.**, at the given address below and through video conferencing or webcasting via *Zoom*, which shall be open to prospective bidders.
7. Submission of Eligibility, Technical and Financial Documents must be duly received by the BAC Secretariat through manual submission at the Lobby of the South Wing Annex (SWA) Bldg., House of Representatives, Batasan Pambansa Complex, IBP Road, Batasan, Quezon City on or before **4 February 2021 (Thursday), at 9:00 a.m.** Late bids shall not be accepted.

Considering the strict security protocols being implemented by the House of Representatives, submission of bids shall be done in the drop-off area at the South Wing Annex Bldg. of the HRep Complex. Submission and receipt of bids shall be open from 8AM to 5PM from Mondays to Friday until the deadline of submission of bids specified in the ITB and Bidding Documents.

For this purpose, the time of receipt of bids shall be the time the Bids and Awards Committee Secretariat is informed by the security personnel of the arrival of the bidder's authorized representative at the North or South Gate, Moreover, the bidder's authorized representative shall also inform the BAC Secretary through text of their arrival.

After such notice, the BAC Secretariat personnel shall go to the drop-off area at the South Wing Annex Bldg. to receive the bids from the bidder's authorized representative. The bidder's authorized representative may witness the bid being dropped in the bid box to be stationed in the South Wing Annex Bldg. Lobby.

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. Opening of the **1st Envelope (Eligibility and Technical Documents)** shall be on **4 February 2021 (Thursday), at 10:00 a.m.** at the given address below and via *Zoom*. Bids will be opened in the presence of the bidder's representatives who choose to attend the activity.

Food Tasting/Demonstration will be held on 8 and 9 February 2021 (Monday and Tuesday). Time and Place of Food Tasting/Demonstration will be announced after the opening of the 1st Envelope. Bidders who qualified the Food Tasting/Demonstration will be notified to proceed to the next stage.

Opening of the 2nd Envelope (Financial Documents) shall be on 11 February 2021 (Thursday) at 10:00 a.m. at the given address below and via Zoom.

10. *BAC meetings shall be conducted in accordance with the relevant provisions of the 2016 revised Implementing Rules and Regulations (2016 IRR) of RA No. 9184 and the guidelines on the operations of the HRep during the General Community Quarantine (GCQ) period. Thus, the attendance of prospective bidders, bidder's representatives,*

observers and the public in BAC meetings (pre-bid conference and bid opening) shall be via Zoom only. In order to participate in these BAC meetings, they must download the free Zoom software platform to their desktops, laptops cellphones or other compatible devices and, for the orderly conduct of said meetings, observe the following procedures:

- a. At least one (1) hour before the scheduled pre-bid conference or bid opening, they must register their participation through the BAC Secretary at contact nos. or email address given below. They are required to indicate their full names and the company/office they each represent. At most three (3) representatives for each Supplier will be allowed.*
 - b. The BAC Secretary will send the Zoom Meeting ID and Password to those who register at least 15 minutes before the scheduled videoconference.*
 - c. To join the Zoom meeting, participants shall open the Zoom application in their desktops, laptops, cellphones or other devices and enter the Zoom Meeting ID and Password. Only those who are duly registered will be allowed to join the Zoom meeting.*
 - d. During the Zoom meeting, the microphone option of the Zoom application of each participant will be muted by the BAC Secretary. A participant is not allowed to speak during the Zoom meeting unless being permitted by the presiding officer to do so, in which case, the BAC Secretary unmutes the microphone option of the participant concerned who is allowed by the BAC to speak.*
 - e. The BAC Secretary will eject a participant who is found by the BAC to have violated the norm or etiquette for an orderly conduct of the video conferencing or webcasting via Zoom.*
 - f. After the Zoom meeting, prospective bidders, the bidder's representatives, observers and the public are requested to log out from Zoom.*
 - g. Pursuant to the relevant provisions of the 2016 IRR of RA No. 9184, minutes of BAC meetings shall be made available upon written request.*
11. The *House of Representatives (HRep)* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
 12. For further information, please refer to:

*ATTY JOSE MARMOI F. SALONGA
OIC-Deputy Executive Director, Office of the Secretary General
& Secretary, Bids and Awards Committee (BAC)
BAC Office, House of Representatives
Penthouse (5/F), South Wing Annex (SWA) Bldg.*

Batasan Pambansa Complex, IBP Road, Batasan, Quezon City
Email Address: bac.secretariat@house.gov.ph
Telefax (02) 8952-4150; (02) 8931-5001 loc. 3114
Cellphone No. +63917-7931392
Website: www.congress.gov.ph


13. You may visit the following websites:

For downloading of Bidding Documents you may visit the following websites:

www.congress.gov.ph

www.philgeps.gov.ph

For


DR. EDGARDO H. PANGILINAN
Chairman, Bids and Awards Committee
House of Representatives

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *House of Representatives (HRep)*, wishes to receive Bids for the *Provision for the 2021 South Lounge Food Concession, including Supplies, Equipment and Services*, with identification No. *JSR No. 20-12-0221*.

The Procurement Project (referred to herein as the “Project”) is composed of *one (1) lot only*, 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 *CY 2021* in the amount of *PHP5,197,500.00*.

2.2. The source of funding is:

a. 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 limited to those allowed under the rules may participate in this Project.

- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC *or must have completed a single contract that is similar to this Project, the value of which, adjusted to current prices using the PSA's CPI, must be equivalent to at least fifty percent (50%) of the ABC.*
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.
- 7.2. The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
 - 7.3. The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
 - 7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time at its physical address *and through videoconferencing/webcasting viz Zoom* 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.

13.2. Payment of the contract price shall be made in:

- a. Philippine Pesos.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid until *120 calendar days from date of bid opening*. 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 *manually* submit one *original* copy of the first and second components of its Bid.

In addition, each Bidder is requested to submit one duplicate copy of the first and second components of its Bid and electronic copies of said components. The electronic copies of the first component shall be saved under one filename (FIRST COMPONENT E-COPY) and the second component also under one filename (SECOND COMPONENT E-COPY). Both electronic copies shall be password protected and submitted in a USB flash drive. Failure to comply with this 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 proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as

the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.

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

19.4. The Project shall be awarded as follows:

Option 1 – One Project having several items that shall be awarded as one contract.

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

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> a. <i>any contract of food concession or catering service contract for the provision of meals in a formal gathering assembly, conference, and the likes.</i> b. completed within <i>Five (5) Years</i> prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed.
12	The price of the Goods shall be quoted DDP, delivered to the <i>House of Representatives (HRep)</i> 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"> a. The amount of not less than <i>2% of ABC</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than <i>5% of ABC</i> if bid security is in Surety Bond.
15	<p><i>The password for the electronic file of the first component shall be written in a bond paper, which shall form part of the Technical Component.</i></p> <p><i>The password for the electronic file of the second component shall be written in a bond paper, which shall form part of the Financial Component.</i></p>
19.3	<i>The Project has several items and shall be awarded as one contract. The ABC of the Project is PHP5,197,500.00 for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184.</i>
20.1	<p><i>No other license and permit is required to be submitted during the post-qualification stage.</i></p> <p><i>However, in case the Bidder opted to submit its Class "A" Legal Documents during the bid opening stage, the Valid PhilGEPS Registration Certificate (Platinum Membership) must be submitted, as part of the Post-Qualification Documents, within the 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.</i></p> <p><i>For purposes of facilitating the post-qualification process, the bidder is requested to comply with the notice of the BAC to submit copies of its ongoing contracts and single largest completed contract and other substantiating documents in support of its Class "A" Documents and Class "B" Documents.</i></p>

21.2	<i>No other additional contract document is required by the Procuring Entity for this Project.</i>
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Section IV. General Conditions of Contract

1. **Scope of Contract**

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

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

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

2. **Advance Payment and Terms of Payment**

2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. **Performance Security**

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than 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	<p>Delivery and Documents -</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 is <i>The Executive Director, Inter-Parliamentary and Public Affairs Department, House of Representative.</i></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 VII. Technical Specifications:</p> <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>
5.1	<i>Warranty Period and Warranty Security are not applicable pursuant to GPPB NPM 064-2013, dated 27 June 2013.</i>
5.2	<i>Not applicable pursuant to GPPB NPM 064-2013, dated 27 June 2013.]</i>

Section VI. Schedule of Requirements

SCHEDULE OF REQUIREMENTS

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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	Provision for the 2021 South Lounge Food Concession, including Supplies, Equipment and Services	150 persons per Session for 63 Session Days		1 May 2021 to 31 December 2021

I hereby commit to comply and deliver all the above requirements in accordance with the above stated schedule.

Name of Company

Signature Over Printed Name of Authorized Representative

Date

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance
I	<p>OBJECTIVE</p> <p>Food Concessionaires, to be selected in accordance with the provisions of Republic Act No. 9184 and its Implementing Rules and Regulations, shall be allowed to operate in the South Lounge to provide meals for the House Members.</p> <p>The Terms of Reference shall serve as the guide for the proper evaluation of the Food Concessionaires and</p>	<p>[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, as required. Evidence shall be in the form of <i>the HSP’s</i> un-amended sales literature, unconditional statements of specification and compliance issued by <i>the HSP</i>, samples, independent test data, <i>certificates</i>, 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 Bidders 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.]</p>

	<p>shall contain the conditions of the Contract to be executed between the House of Representatives (“HRep”) and the Food Concessionaires.</p> <p><i>(NOTE: No evidence of compliance is required for this portion of the Technical Specification.)</i></p>	
<p>II</p>	<p>CONTRACTING ARRANGEMENT</p> <p>The contracting of required Food Concessionaires shall only be allowed if all the following circumstances concur:</p> <ul style="list-style-type: none"> A. The <i>Food Concessionaire</i> is engaged in a distinct and independent business and undertakes to perform the scope of services, as hereunder enumerated, on its own responsibility, according to its own manner and method. B. The <i>Food Concessionaire</i> has substantial capital to carry out the required scope of services on his account, manner and method, <i>and</i> investment in the form of equipment, supplies, and supervision. C. In performing the required scope of services, the <i>Food Concessionaire</i> is free from the control and/or direction of HRep in all matters connected with the performance of the work except as to the results thereto; and D. The Service Agreement to be entered into between HRep and the <i>Food Concessionaire</i> ensures compliance with all the rights and benefits for all the employees of the <i>Food Concessionaire</i> under existing labor laws. E. THE CONCESSIONAIRE SHALL OBSERVE ALL LAWS, ORDINANCES AND GOVERNMENT RULES AND REGULATIONS ON HEALTH SANITATION, SAFETY, FIRE PREVENTION, SECURITY AND CONTROL, AND OTHER MATTERS PERTINENT TO ITS OPERATION. <p><i>(NOTE: No evidence of compliance is required for Item II A to E of the Technical Specification.)</i></p>	

III	<p>SCOPE OF SERVICES</p> <p>A. GENERAL REQUIREMENTS</p> <ol style="list-style-type: none"> 1. The South Lounge, located at the ground floor of the South Wing of the Main Building at the HRep Complex, is an area for exclusive use of House Members, <i>pursuant to Sec. 157 of the House Rules.</i> 2. The operation of a food concession shall be the subject of a contract between the House of Representatives and the Concessionaire, commencing on the first plenary session day for 2021, which is on 1 May 2021. 3. The Inter-Parliamentary Relations and Special Affairs Bureau (IPRSAB), Inter-Parliamentary and Public Affairs Department (IPPAD), shall be the Proponent, that shall initiate this selection and assist the Bids and Awards Committee (BAC) in the selection process and the Implementing Unit, which shall be tasked with the direct supervision and administration of the implementation of these Terms of Reference and the Contracts. 4. The Inspection and Acceptance Committee (IAC) for Food Concessions shall perform compliance and monitoring functions over the South Lounge, in coordination with the Implementing Unit. 5. A site facility inspection, to verify compliance with the provisions of the Code on Sanitation of the Philippines PD No. 856 shall be conducted by the Proponent/Technical Working Group. <p><i>(NOTE: No evidence of compliance is required for Item III A 1 to 5 of the Technical Specifications.)</i></p> <p>B. SCHEDULE OF MENU</p> <p>The <i>Food Concessionaire</i> shall serve <i>packed heavy snacks</i> on plenary session days, which are held on Mondays to Wednesdays at 3:00 in the afternoon, unless different schedule is prescribed by the <i>Committee on Rules</i>, or upon Notice by the proponent. All other <i>packed meals in bento boxes</i> shall be served upon request by the Implementing Unit, as approved by the Chairperson of the Committee on Accounts.</p>	
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<p>Meals to be served shall be for <i>150 persons</i>, subject to the increase or decrease depending on the <i>existing</i> need, with the corresponding amount per person inclusive of all service and tax charges.</p> <p>The <i>Food Concessionaire</i> shall submit to the Implementing Unit, a list of menu offering with their corresponding prices and serving sizes. At least two working days prior to session week, the <i>Food Concessionaire</i> shall submit to the Implementing Unit, categorized menu proposals from which the Implementing Unit shall select the food that will be served for <i>the upcoming</i> session week</p> <p>The menu shall consist of the following items:</p> <ol style="list-style-type: none"> a. Fresh Vegetable Salad Bar- canned corn kernel, olives, sliced tomatoes, carrots, turnips, hard boiled eggs, cucumber, canned pineapple tidbits, parmesan cheese, croutons, Potato Salad, Russian Salad or Macaroni Salad and assorted dressing b. Soup c. Main courses – three (3) varieties: vegetable, beef, pork, chicken, fish or seafood d. Fresh fruits – papaya, watermelon, pineapple, mango or other fruits in season e. Dessert – on daily rotation basis: cakes, pastries, kakanin, halo-halo f. Beverages – three (3) varieties: softdrinks, coffee, tea <p>1. The prices of each meal shall be in accordance with the Approved Budget for the Contract and shall be inclusive of all applicable taxes and service charges. The maximum price for each meal shall be as follows:</p> <p style="padding-left: 40px;">Packed Heavy Snacks for the South Lounge – Php550.00 per person</p> <p style="padding-left: 40px;">Other packed meals as deemed necessary:</p> <ul style="list-style-type: none"> - <i>Packed Lunch or Dinner – Php265.00 per person</i> - <i>Packed Breakfast/Midnight Snack – Php 195.00 per person</i> - <i>Packed Light Snack –Php95.00 per person</i> 	
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(NOTE: The bidder is required to submit a Proposed Menu Program for Item B of the Technical Specifications.)

C. DEPLOYMENT OF PERSONNEL

1. The Concessionaire shall bring to the South Lounge only food items that are pre-cooked. Food to be served shall be brought to the South Lounge at least two (2) hours before serving time. Cooking will not be allowed in the South Lounge.
2. All personnel of the *Food* Concessionaire are required to be at the South Lounge at least four (4) hours before serving time to give lead time to clean and set-up the *plastic/disposable utensils, paper cups*, gadgets, equipment and other paraphernalia that are needed in its operations.
3. The *Food* Concessionaire shall deploy the following number of personnel:
 - *One (1)* on-site supervisor
 - *Four (4)* waiters (maximum)
 - One (1) bartender
 - *One (1)* dishwasher

4. PERSONNEL DEPLOYED BY CONCESSIONAIRE TO THE HREP SHALL:

4.1 HAVE A LEAST SIX (6) MONTHS OF RELEVANT TRAINING AND OR WORK EXPERIENCE FROM A BONA FIDE OR REPUTABLE INSTITUTION;

4.2 WEAR OFFICIAL UNIFORM WITH MASK AND FACE SHIELD PROVIDED BY THE CONCESSIONAIRE DURING OPERATING HOURS; AND

4.3 HAVE A MEDICAL CERTIFICATE FOR REAL TIME REVERSE TRANSCRIPTION POLYMERASE CHAIN REACTION (RT-PCR TEST)

	<p style="text-align: center;">RESULT SHOWING NEGATIVE FOR SARS-COV-2 (CAUSATIVE AGENT OF COVID-19) ONE (1) WEEK BEFORE ACTUAL DEPLOYMENT.</p> <p>5 THE CONCESSIONAIRE SHALL BE RESPONSIBLE TO REGULARLY DISINFECT ALL ITS EQUIPMENT.</p> <p>6 Prior to commence of operations, the Concessionaire shall submit to the Implementing Unit a proposed list of personnel to be deployed at the South Lounge, attaching therewith documents showing their qualifications, health certificates, and other papers as may be required. No personnel shall be deployed until he or she has been approved by the Implementing Unit, after a thorough evaluation of the documents submitted.</p> <p>7 The Concessionaire shall replace deployed personnel when so requested by the Implementing Unit to satisfy the requirements of the Hrep. The replacement personnel shall also submit the required documents.</p> <p>8 Should there be a need to replace or substitute deployed personnel for a session day or for a longer period, the Concessionaire shall seek the prior approval of the Implementing Unit. For this purpose, the documents as stated in Clause III.C.5. shall likewise be submitted and evaluated.</p> <p><i>(NOTE: The bidder is required to submit the Curriculum Vitae and Photos of the Supervisor and Employees in uniform to be deployed in the Hrep.)</i></p>	
<p>IV</p>	<p>PROVISION OF SUPPLIES AND EQUIPMENT</p> <p>A. The following equipment shall be made available by the Concessionaire</p> <ol style="list-style-type: none"> 1. One (1) Microwave oven 2. One (1) Oven toaster, Sandwich/waffle maker 3. One (1) Steamer 4. Two (2) Airpot/Percolator/ Coffee Maker 5. One (1) Water dispenser 6. One (1) Food warmers (at least) 7. One (1) Cooler (at least 100-quart capacity) 8. One (1) Single-burner electric stove exclusive 	

	<p>for re-heating purposes</p> <p>9. ONE (1) PORTABLE FIRE EXTINGUISHER (AT LEAST 10 LBS.)</p> <p>B. The Concessionaire may install non-permanent fixtures or equipment necessary to its operation in the South Lounge, upon recommendation by the Implementing Unit and the Engineering and Physical Facilities Department, subject to the approval of the SECRETARY GENERAL.</p> <p>C. The Concessionaire shall observe all laws, ordinances and government rules and regulations on health sanitation, safety, fire prevention, security and control, and other matter pertinent to its operation.</p> <p><i>(NOTE: The bidder is required to submit the list of owned and photos of equipment.</i></p>	
<p>V.</p>	<p>OTHER TECHNICAL PARAMETERS</p> <p>A. Food Concessionaires that will participate in the selection process must possess the following:</p> <ol style="list-style-type: none"> 1. Existing food preparation facility (catering service, restaurant or canteen) with the necessary business and sanitary permits 2. Key personnel to include a Chef and a Nutritionist 3. At least one (1) covered/enclosed service vehicle for immediate food delivery. 4. Must have previously served as a food Concessionaire for the HRep South Lounge with a 90% rating received from a previously conducted food tasting test in the HRep; or engaged in food operations for at least five (5) years and has operated food concessions for similar institutions. 5. Capable of preparing Filipino and international cuisine (e.g. Chinese, Italian, Japanese, American, etc.) <p><i>(NOTE: The bidder is required to submit the following:</i></p> <ol style="list-style-type: none"> 1. <i>Sanitary Permit</i> 2. <i>Location Map and Photo of the Food Facility</i> 3. <i>Curriculum Vitae with Photo of the Chef and Nutritionist</i> 4. <i>Photo, Certificate of Registration and Official Receipt of Service Vehicle and</i> 5. <i>Complete Menu</i> <p>B. Food Concessionaires shall be subject to food</p>	

	<p>tasting test attended by House Members to include at least one (1) Muslim House Member, House Secretariat Executive Committee and Members of the House Bids and Awards Committee, and shall be rated in accordance with the following criteria:</p> <table style="margin-left: 40px;"> <tr> <td>Quality and Taste of Food</td> <td style="text-align: right;">50%</td> </tr> <tr> <td>Nutritional Value</td> <td style="text-align: right;">25%</td> </tr> <tr> <td>Quality of Serving and Quality of Service</td> <td style="text-align: right;"><u>25%</u></td> </tr> <tr> <td></td> <td style="text-align: right;">100%</td> </tr> </table> <p>A minimum score of 90% and full compliance with the minimum requirements stated in Clause V.A. shall be basis for the award of the Contract of the winning bidder.</p> <p><i>(NOTE: The bidder is required to submit the Menus for the Food Tasting Test.)</i></p>	Quality and Taste of Food	50%	Nutritional Value	25%	Quality of Serving and Quality of Service	<u>25%</u>		100%	
Quality and Taste of Food	50%									
Nutritional Value	25%									
Quality of Serving and Quality of Service	<u>25%</u>									
	100%									
VI	<p>OTHER RESPONSIBILITIES</p> <p>A. The Concessionaire shall be responsible for practicing proper waste management system to include the segregation of biodegradable and non-biodegradable waste and the disposal of garbage outside the premises of the HRep.</p> <p><i>(NOTE: The bidder is required to submit a Waste Disposal Plan.)</i></p> <p>B. Upon the expiration of the contract, and at any time, when so required by the House of Representatives, the Concessionaire shall remove all installed equipment without defacing or damaging the South Lounge premises and facilities.</p> <p>C. WAIVER</p> <p>1. THERE SHALL BE NO EMPLOYER-EMPLOYEE RELATIONSHIP BETWEEN THE EMPLOYEES OF THE FOOD CONCESSIONAIRE AND/OR ITS EMPLOYEES, ON THE ONE HAND AND THE HREP ON THE OTHER. THE FOOD CONCESSIONAIRE SHALL EXERCISE THE NECESSARY SUPERVISION OVER THE WORK OF ITS EMPLOYEES TO ENSURE COMPLIANCE WITH THE UNDERTAKING AGREED UPON IN THE CONTRACT.</p>									

	<p>2. THE HREP IS NOT LIABLE FOR THE ACTIONS OF THE FOOD CONCESSIONAIRE AND/OR ANY OF ITS EMPLOYEES.</p> <p>3. IN CASES OF FAILURE TO SETTLE ANY DISPUTE, CONTROVERSY OR CLAIM WHICH NECESSITATES RESORT TO LITIGATION, THE EXCLUSIVE VENUE OF ANY ACTION SHALL BE THE METROPOLITAN TRIAL COURT OR REGIONAL TRIAL COURT OF QUEZON CITY.</p>	
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Name of Company

Signature Over Printed Name of
Authorized Representative

Date

***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

- (f) 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**
- (g) 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**
- (h) 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**
- (i) Duly accomplished Schedule of Requirements and Technical Specifications; **and**
- (j) 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

- (k) 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**
- (l) 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

- (m) 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.

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

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

25 FINANCIAL COMPONENT ENVELOPE

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

**Statement of all Ongoing Government and Private Contracts
including Contracts Awarded but not yet started, if any**

Name of the Contract	Date of the Contract	Contract Duration	Owner's name and address	Kinds of Goods	Amount of Contract	Value of outstanding Contracts	Date of Delivery

Total Value of Outstanding Contracts: _____

Name and Signature of
Authorized Representative

Date

Note : No supporting document (e.g., Contract, Notice of Award, etc.) is required during the Bid Opening. However, the Bids and Awards Committee (BAC) may require the submission of supporting documents to validate and ascertain the information provided during the post-qualification stage.

Name of Contract – Name of Contract

Date of the Contract – Date the contract was signed

Contract Duration – e.g. “Jan. 1, 2021 to Dec. 31, 2021”

Owner's name and address – Agency or Company Name plus complete address

Kind of Goods – goods delivered and/or services delivered

Amount of Contract – Amount of Contract in Philippine Peso (PHP)

Value of outstanding Contracts - Value of outstanding Contracts in Philippine Peso (PHP)

Date of Delivery – date/period when the Goods/Services were delivered/performed and/or expected to be delivered/performed (e.g. “Jan. 1, 2021 to Dec. 31, 2021”)

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

Name of the Contract	Date of the Contract	Contract Duration	Owner's name and address	Kinds of Goods	Amount of Completed Contract	Date of Delivery	Proof of Contract Completion <i>(Please check the appropriate box)</i>
							<input type="checkbox"/> End User's Acceptance <input type="checkbox"/> Official Receipt/s <input type="checkbox"/> Sales Invoice/s

Name and Signature of
Authorized Representative

Date

Note : Either of the following shall be attached to this statement:
 (1) End User's Acceptance
 (2) Official Receipt/s
 (3) Sales Invoice/s

Name of Contract – Name of Contract

Date of the Contract – Date the contract was signed

Contract Duration – e.g. "Jan. 1, 2020 to Dec. 31, 2020"

Owner's name and address – Agency or Company Name plus complete address

Kind of Goods – goods delivered and/or services delivered

Amount of Completed Contract – Amount of Contract in Philippine Peso (PHP)

Date of Delivery – date/period when the Goods/Services were delivered/performed (e.g. "Jan. 1, 2020 to Dec. 31, 2020")

Bid Securing Declaration Form

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

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

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

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

I/We, the undersigned, declare that:

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

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

*[Insert NAME OF BIDDER OR ITS AUTHORIZED
REPRESENTATIVE]*

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

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

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

AFFIDAVIT

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

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

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

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

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

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

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

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *[Select one, delete the rest:]*

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical

Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

NFCC COMPUTATION FOR ELIGIBILITY CHECK

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

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

- 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.

The value of the domestic bidder’s current assets and current liabilities shall be based on the latest Audited Financial Statements (AFS) submitted to the BIR.

The Bidder shall submit the AFS together with the NFCC Computation for Eligibility Check.

NFCC=P_____

Submitted by:

Name of Supplier/Distributor/Manufacturer

Signature of Authorized Representative

Date: _____

Bid Form for the Procurement of Goods
[shall be submitted with the Bid]

BID FORM

Date : _____
Project Identification No. : _____

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

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

If our Bid is accepted, we undertake:

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

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

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

Name and address of agent	Amount and 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: _____

Price Schedule for Goods Offered from Abroad
[shall be submitted with the Bid if bidder is offering goods from Abroad]

For Goods Offered from Abroad

Name of Bidder _____ Project ID No. _____ Page ____ of ____

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

Name: _____

Legal Capacity: _____

Signature: _____

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

Price Schedule for Goods Offered from Within the Philippines
[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. _____ Page ____ of ____

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

Name: _____

Legal Capacity: _____

Signature: _____

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

FOR THE HOUSE OF REPRESENTATIVES FOR CY 2021

KNOW ALL MEN BY THESE PRESENTS:

This Contract, made and entered into in Quezon City, this _____ day of _____ 20__ by and between:

The **HOUSE OF REPRESENTATIVES**, an entity existing under the laws of the Republic of the Philippines, with office address at Batasan Pambansa Complex, Batasan Hills, Quezon City, Philippines, herein represented by its Secretary General, **MARK LLANDRO L. MENDOZA**, hereinafter referred to as the “**HREP**”.

-and-

_____, an entity existing under the laws of the Republic of the Philippines with office address at _____, Philippines, herein represented by its _____, _____, who is duly authorized by virtue of a Board Resolution with the Secretary’s Certificate hereto attached as **ANNEX “A”**, and hereinafter referred to as the “**Supplier**”.

WITNESSETH that:

WHEREAS, the HREP has approved the procurement for the _____ **for the House of Representatives for CY 2021**, with the Approved Budget for the Contract in the amount of _____, (Php_____), hereinafter called “the Goods”;

WHEREAS, in accordance with Republic Act 9184 and its Revised Implementing Rules and Regulations, it was determined that the Supplier submitted the _____ for the procurement of the Goods at a contract price of _____, (Php_____);

WHEREAS, the HREP has issued a Notice of Award to the Supplier, and the Supplier has signified its conformity to the award;

NOW THEREFORE, for and in consideration of the foregoing premises and in accordance with the stipulations herein set forth, the parties agree 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 hereinafter referred to.

2. The following documents shall be attached, deemed to form, and be read and construed as integral parts of this Contract, to wit:

- a) Job/Service Request No. _____;
- b) General and Special Conditions of Contract;
- c) Technical Specifications;
- d) Invitation to Bid;
- e) Instruction to Bidders;
- f) Bid Data Sheet;
- g) Addenda or Supplemental Bid Bulletins, if any;
- h) Bid form, including all the documents or 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;
- i) Eligibility requirements, documents or statements;
- j) Performance Security;
- k) BAC Resolution recommending the award of the contract;
- l) Notice of Award of Contract and the Bidder's conforme thereto; and
- m) Other contract documents that may be required by existing laws or by the HREP. The Supplier agrees that additional contract documents or information prescribed by the GPPB or by the HREP that are subsequently required for submission after the contract execution, such as Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

3. In consideration of the payments to be made by the HREP to the Supplier, the Supplier covenants with the HREP to execute and deliver the Goods and remedy any defects, in conformity with the provisions of this Contract in all respects.

4. The HREP covenants to pay the Supplier, in consideration of the execution and delivery of the Goods and in the manner prescribed under the provisions of this Contract.

5. In cases of failure to settle any dispute, controversy or claim which necessitates resort to litigation, the exclusive venue of any action shall be the Metropolitan Trial Court or Regional Trial Court of Quezon City.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in accordance with the laws of the Republic of the Philippines on the date and place first above written.

MARK LLANDRO L. MENDOZA

Secretary General
House of Representatives

Signed in the presence of:

MS. LOURDES RAJINI RYE

Witness

Witness

Approved By:

Chairperson, Committee on Accounts

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, on this ____ day of _____ 20__, personally appeared the following, with their respective valid government Identification Cards:

	Valid Government ID	Date/Place Issued
MARK LLANDRO MENDOZA	_____	_____
_____	_____	_____

Known to me to be the same persons who executed the foregoing Contract and acknowledged to me that the same is their free and voluntary act and deed.

This instrument of three (3) pages including this page on which this acknowledgement is written has been signed by the parties and their witnesses on the left margin on each and every page thereof.

WITNESS MY HAND AND NOTARIAL SEAL on the date and place first above-written.

NOTARY PUBLIC

Doc. No. _____
Page No. _____
Book No. _____
Series of 20__.

