

BIDDING DOCUMENTS

**CATERING SERVICES FOR NINE (9)
TRAININGS FROM JANUARY TO
NOVEMBER 2021 AND TWELVE (12)
MANAGEMENT COMMITTEE MEETINGS
FROM JANUARY TO DECEMBER 2021**

**CIVIL SERVICE COMMISSION
REGIONAL OFFICE NO. VIII
PALO, LEYTE**

CSCROVIII-PB-2020-0002

**Sixth Edition
July 2020**

Preface

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

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

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

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

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

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

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

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

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

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

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



INVITATION TO BID FOR *CATERING SERVICES FOR NINE (9) TRAININGS FROM JANUARY TO NOVEMBER 2021 AND TWELVE (12) MANAGEMENT COMMITTEE MEETINGS FROM JANUARY TO DECEMBER 2021*

(CSCROVIII-PB-2020-0002)

1. The CIVIL SERVICE COMMISSION REGIONAL OFFICE NO. VIII, PALO, LEYTE, through FUND 102 CA (TRAINING FUND) intends to apply the sum of **SEVEN HUNDRED SIXTY-ONE THOUSAND EIGHT HUNDRED PESOS (P761,800.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for **ONE (1) LOT CATERING SERVICES FOR NINE (9) TRAININGS FROM JANUARY TO NOVEMBER 2021 AND TWELVE (12) MANAGEMENT COMMITTEE MEETINGS FROM JANUARY TO DECEMBER 2021** under **CSCROVIII-PB-2020-0002**.

Quantity	Item/Description	Delivery Period
140	Supervisory Development Program (SDP), Courses 1 & 2 (Batch 1) Course 1: Achieving Leadership Effectiveness (Leading Change) Course 2: Aligning Organization and People (Thinking Strategically & Effectively) -	January 26 - 29, 2021
140	Supervisory Development Program (SDP), Courses 3 & 4 (Batch 1) Course 3: Developing Organizations & Individuals (Managing Performance & Coaching for Results) Course 4: Empowering & Engaging People (Building Collaborative, Inclusive Working Relationships)	April 20-23, 2021
70	Supervisory Development Program (SDP), Course 5 (Batch 1) Course 5: Improving Organization and Individual Performance (Creating and Nurturing a High Performing Organization)	June 8 - 9, 2021
70	Supervisory Development Program (SDP), Course 5 (Batch 2) Course 5: Improving Organization and Individual Performance (Creating and Nurturing a High Performing Organization)	June 10 - 11, 2021
140	Supervisory Development Program (SDP), Courses 1 & 2 (Batch 1) Course 1: Achieving Leadership Effectiveness (Leading Change) Course 2: Aligning Organization and People (Thinking Strategically & Effectively)	July 6 - 9, 2021

140	Supervisory Development Program (SDP), Courses 3 & 4 (Batch 1) Course 3: Developing Organizations & Individuals (Managing Performance & Coaching for Results) Course 4: Empowering & Engaging People (Building Collaborative, Inclusive Working Relationships)	August 10-13, 2021
70	Supervisory Development Program (SDP), Course 5 (Batch 1) Course 5: Improving Organization and Individual Performance (Creating and Nurturing a High Performing Organization)	October 7 - 8, 2021
70	Supervisory Development Program (SDP), Course 5 (Batch 2) Course 5: Improving Organization and Individual Performance (Creating and Nurturing a High Performing Organization)	October 9 -10, 2021
140	Supervisory Development Program (SDP), Courses 1 & 2 (Batch 1) Course 1: Achieving Leadership Effectiveness (Leading Change) Course 2: Aligning Organization and People (Thinking Strategically & Effectively)	November 19-22, 2021
192	12 Management Committee Meetings - January to December 2021	<i>Specific date to be determined</i>

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

- The CIVIL SERVICE COMMISSION REGIONAL OFFICE NO. VIII, PALO, LEYTE now invites bids for the above Procurement Project in accordance with the provisions of the Revised IRR of RA 9184 on the use of the Approved Guidelines on the use of a Single Year Framework Agreement (Outright Determination of Lowest Calculated and Responsive Bid) under GPPB Resolution No. 27-2019. Delivery of the Goods is required by ***JANUARY TO NOVEMBER 2021 FOR THE NINE (9) TRAININGS AND JANUARY TO DECEMBER 2021 FOR THE TWELVE (12) MANAGEMENT COMMITTEE MEETINGS***. Bidders should have completed at least one (1) contract that is equivalent to at least fifty percent (50%) of the ABC, 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.
- The summary of the bidding activities is as follows:

Advertisement/Posting of Invitation to Bid	October 14, 2020
Issuance and Availability of Bid Documents	October 14, 2020
Pre-Bid Conference	October 22, 2020 (2:00 P.M. via virtual communication application)
Last day of Submission of Written Clarification	October 23, 2020
Last day of Issuance of Bid Bulletin	October 26, 2020
Deadline for Submission	November 3, 2020 (9:00 A.M.)
Opening of Bids	November 3, 2020 (11:00 A.M.)

4. 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.
5. Prospective Bidders may obtain further information from ***Civil Service Commission Regional Office No. VIII*** and inspect the Bidding Documents at the address given below during ***office hours from Monday to Friday at 8:00AM to 5:00PM.***
6. A complete set of Bidding Documents may be acquired by interested Bidders on ***October 14, 2020 to October 30, 2020 from 8:00AM to 5:00PM (Mondays to Fridays only)*** 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 One Thousand Pesos (P1,000.00).*** The Procuring Entity shall allow the bidder to deposit at ***CSC ROVIII LBP Account No. 0182-1074-92*** and present the same ***through Fax No. 323-2962 or through electronic means at ro08.msdcsc.gov.ph.***

The Bidding Documents may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

7. The ***CIVIL SERVICE COMMISSION REGIONAL OFFICE NO. VIII, PALO, LEYTE will hold a Pre-Bid Conference¹ at the CSC ROVIII HRC Building on October 22, 2020 at 2:00 P.M. via virtual communication application.*** Virtual link will be provided upon request of the prospective bidder.
8. Bids must be duly received by the BAC Secretariat through manual submission by dropping in the bid box located at the CSCRO8 guardhouse on or before ***November 3, 2020 at 9:00 A.M. in the morning*** at the office address indicated below. Late bids shall not be accepted.
9. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ***ITB*** Clause 14.
10. Bid opening shall be on ***November 3, 2020, 11:00 A.M.*** at the given address below. Bids will be opened in the presence of the bidders’ representatives who choose to attend the activity via virtual communication application.
11. The ***CIVIL SERVICE COMMISSION REGIONAL OFFICE NO. VIII*** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time

¹ May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

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:

MS. ELEONOR B. GARCIA
Chief Human Resource Specialist/BAC Secretariat Head
CIVIL SERVICE COMMISSION
REGIONAL OFFICE NO. VIII, PALO, LEYTE 6501
ro08.msd@csc.gov.ph
Fax No. (053) 3232962
cscro8@weebly.com

13. You may visit the following websites:

For downloading of Bidding Documents: cscr08@weebly.com
www.philgeps.gov.ph

October 12, 2020



ROWIN P. RIÑOS
Director III/BAC Chairperson

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

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

1. Scope of Bid

The Procuring Entity, *Civil Service Commission Regional Office No. VIII, Palo, Leyte* wishes to receive Bids for the *CATERING SERVICES FOR NINE (9) TRAININGS FROM JANUARY TO NOVEMBER 2021 AND TWELVE (12) MANAGEMENT COMMITTEE MEETINGS FROM JANUARY TO DECEMBER 2021*, with identification number *CSCROVIII-PB-2020-0002*.

The Procurement Project for *CATERING SERVICES FOR NINE (9) TRAININGS FROM JANUARY TO NOVEMBER 2021 AND TWELVE (12) MANAGEMENT COMMITTEE MEETINGS FROM JANUARY TO DECEMBER 2021* (referred to herein as “Project”) is composed of *ONE (1) LOT*, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for *CY 2021* in the amount of *Seven Hundred Sixty-One Thousand Eight Hundred Pesos (P761,800.00)*.

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. *[Select one, delete other/s]*
 - a. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
 - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
 - b. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.

8. Pre-Bid Conference

The *Civil Service Commission Regional Office No. VIII* will hold a Pre-Bid Conference² at the *CSC ROVIII HRC Building* on *October 22, 2020* at *2:00pm* via *virtual communication application*.

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 *[state relevant period as provided in paragraph 2 of the IB]* 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.

² May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.
- 11.5. *[Include if Framework Agreement will be used:]* Financial proposals for single or multi-year Framework Agreement shall be submitted before the deadline of submission of bids as prescribed in the **IB**. For multi-year Framework Agreement, evaluation of the financial proposal during this stage is for purposes of determining eligibility and whether or not such financial proposal is within the ABC.

12. Bid Prices

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

- a. For a single year Framework Agreement, the prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.
- b. For a multi-year Framework Agreement, the prices quoted by the Bidder during submission of eligibility documents shall be the ceiling and the price quoted during mini-competition must not exceed the initial price offer. The price quoted during call for mini-competition shall be fixed during the Bidder's performance of that Call-off and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration³ 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 *in no case shall exceed one hundred twenty (120) calendar days from the date of the opening of bids, unless duly extended by the bidder upon the request of the Head of the Procuring Entity of the Civil Service Commission Regional Office No. VIII*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 14.3. *[Include if Framework Agreement will be used:]* In the case of Framework Agreement, other than the grounds for forfeiture under the 2016 revised IRR, the bid security may also be forfeited if the successful bidder fails to sign the Framework Agreement, or fails to furnish the performance security or performance securing declaration. Without prejudice on its forfeiture, bid securities shall be returned only after the posting of performance security or performance securing declaration, as the case may be, by the winning Bidder or compliant Bidders and the signing of the Framework Agreement.

³ In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

15. Sealing and Marking of Bids

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

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

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated “*passed*,” using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

[Include the following options if Framework Agreement will be used:]

- a. In the case of single-year Framework Agreement, the Lowest Calculated Bid shall be determined outright after the detailed evaluation;
- b. For multi-year Framework Agreement, the determination of the eligibility and the compliance of bidders with the technical and financial aspects of the projects shall be initially made by the BAC, in accordance with Item 7.4.2 of the Guidelines on the Use of Framework Agreement.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

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

[Delete Options 2 and 3 if Framework Agreement will be used.]

- 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. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HoPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.

- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, *{[Include if Framework Agreement will be used:]}* or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant, *}* the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**. *{[Include if Framework Agreement will be used:]}* For every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification. *}*

21. Signing of the Contract

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

[Include the following clauses if Framework Agreement will be used:]

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

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

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

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

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

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

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> a. <i>A single contract similar to CATERING SERVICES and must be at least fifty percent (50%) of the ABC.</i> b. Completed within the <i>last three (3) years</i> prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed.
12	No further instructions.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> a. The amount of not less than <i>P15,236.00 [equivalent to two percent (2%) of ABC]</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than <i>P38,090.00 [Indicate the amount equivalent to five percent (5%) of ABC]</i> if bid security is in Surety Bond.
19.3	<i>1 Lot CATERING SERVICES FOR NINE (9) TRAININGS FROM JANUARY TO NOVEMBER 2021 AND TWELVE (12) MANAGEMENT COMMITTEE MEETINGS FROM JANUARY TO DECEMBER 2021 under CSCROVIII-PB-2019-0002 in the amount of Seven Hundred Sixty-One Thousand Eight Hundred Pesos (P761,800.00).</i>
20.2	<p><i>[List here any licenses and permits relevant to the Project and the corresponding law requiring it.]</i></p> <ol style="list-style-type: none"> <i>1. Audited financial statements, showing, among others, the prospective total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission.</i> <i>2. Valid Mayor's Permit issued by the city or municipality where the principal place of business of the prospective bidder is located;</i> <i>3. DTI/SEC/CDA Certificate of Registration</i> <i>4. BIR Certificate of Registration, which contains the Taxpayer's Identification Number</i> <i>5. Tax Clearance per Executive Order 398, Series of 2005, as finally reviewed and approved by the BIR</i> <i>6. Certificate of Compliance Occupational Safety and Health Standards</i>
21.2	<p><i>[List here any additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity.]</i></p> <p>No additional Requirement.</p>

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

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

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

[Include the following clauses if Framework Agreement will be used:]

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

GCC Clause	
1	<p><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></p> <p>Delivery and Documents –</p> <p>Delivery of the Catering Services shall be made by the Supplier in accordance with the terms specified in Section VI. Schedule of Requirements.</p> <p>Delivery time of the food to be served as follows:</p> <p>AM Snacks – not later than 9:30 AM</p> <p>Lunch – not later than 11:30 AM</p> <p>PM Snacks – not later than 2:30 PM</p> <p>Upon delivery of the Catering Services to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents to the Procuring Entity:</p> <ul style="list-style-type: none"> (i) Original and four copies of the Supplier’s invoice showing Goods’ description, quantity, unit price, and total amount; (ii) Delivery receipt detailing number and description of items received signed by the Procuring Entity’s representative at the Project Site; (iii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity’s representative at the Project Site; <p>For purposes of this Clause, the Procuring Entity’s Representative at the Project Site is Dr. Banello P. Gabon, Chief, HRD, CSCRO VIII, Palo, Leyte, or his duly authorized representative.</p> <p>When a seminar has been rescheduled or cancelled, Civil Service Commission Regional Office No. VIII, Candahug, Palo, Leyte, reserves the right to cancel the catering service upon formal notice to the caterer two (2) days prior to the start of the training. In such case, Civil Service Commission, Regional Office No. VIII, Candahug, Palo, Leyte, has no obligation to pay the supplier the amount corresponding to the cancelled catering service.</p> <p>Where there is an increase or decrease of participants, the End-User shall inform the supplier of the same three (3) days prior the training date.</p> <p>Incidental Services –</p>

	<p>The Supplier is required to provide all of the following services, including additional services.</p> <p>(a) Flowing brewed decaf coffee, at least 50 oz. can/creamer/sugar and hot and cold mineral water should be available for the entire duration of the trainings.</p> <p>Transportation –</p> <p>The transport of the food to a specified place of destination within the Philippines, defined as the Project Site, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.</p> <p>The Procuring Entity accepts no liability for the damage/spoilage of food during transit.</p> <p>The Contract price for the Catering Service shall include the prices charged by the Supplier for incidental services and shall not exceed the amount stipulated in the Purchase Request (PR) No. CSCROVIII-PB-2020-0002.</p> <p>After each training, the Supplier is responsible for sending to the Civil Service Commission, Regional Office No. VIII, Candahug, Palo, Leyte, a billing or final invoice for the costs of the catering service for every training completed. It shall also turn over to the Commission any remains/left over of the catering services every end of the day for its use.</p>
2.2	Partial Payment is not allowed.
4	<p>The inspections and tests that will be conducted are: <i>[Indicate the applicable inspections and tests]</i></p> <p>The evaluation activities that will be conducted at the Civil Service Commission, Regional Office No. VIII, Candahug, Palo, Leyte, upon delivery are as follows:</p> <ol style="list-style-type: none"> (1) Food tasting on a sampling basis to determine the quality of food served. (2) Ocular inspection to determine the quantity and completeness of the food delivered in accordance to the menu set in the Schedule of Requirements. (3) Observation before, during and after the training schedule to determine the quality of service given by the Supplier. (4) Surveys among the participants to determine the level of satisfaction of the participants to the service rendered by the Supplier.

Section VI. Schedule of Requirements

The bidder shall provide ten (10) sets of menu which are nutritious, tasty, safe and clean to include healthy foods such as rice, beef, chicken, pork, seafoods, vegetables, dessert/fruits and fresh fruit juice. The menus shall be submitted together with the bid form.

The maximum price per menu set is ***P650.00/head per day for nine (9) trainings within the period January to November 2021; and P650.00/head per day for twelve (12) Management Committee meetings from January to December 2021.*** Each menu set must contain two (2) snacks and one (1) lunch with five (5) menu courses, 2 desserts and 2 rounds of drinks, free flowing brewed decaf coffee at least 50 oz., creamer, sugar and hot and cold mineral water shall be available for the entire duration of the training to be ready by 7:00AM. Any excess Brewed Decaf Coffee must be immediately turned over to the Management Services Division (MSD) to be utilized for Office and client use.

Menu choices shall be as follows:

- a. Snacks:** Cheeseburger, Clubhouse Sandwich, Hamburger, Special Turon, Ube Ginatan, Arrozcaldo, Biko, Carbonara, Chicken Sandwich, Ham & Cheese Sandwich, Native Delicacies, Palabok, Pancit Malabon, Seafood Pasta, Siomai, Siopao and Spaghetti
- b. Noodles:** Bam-I, Chami, Lomi, Pancit Bihon, Pancit Canton, Pancit Malabon, Palabok, Pancit Loglog
- c. Desserts:** Black Sambo, Broken Glass, Brownies, Buko Pandan, Carrot Cake, Cassava Cake, Chicken Macaroni Salad, Chocolate Cake, Chocolate Fountain, Coffee Jelly, Cupcake with Ice Cream, Fresh Fruits, Fruit Salad, Ice Cream, Leche Flan, Mango Cake, Mango Float and Mango Pandan
- d. Drinks:** Four Seasons Juice, Fruit in Season Juice, Fruit Shakes, Gulaman Sago, Lemon Iced Tea, Dalandan Juice, Cucumber Juice
- e. Chicken:** Chicken Barbeque, Chicken Inasal, Buttered Chicken, Chicken Afritada, Chicken Cordon Bleu, Chicken Curry, Chicken Lollipop, Chicken Roll, Chicken Tinola, Crispy Fried Chicken, Stuffed Chicken
- f. Pork:** Grilled Porkchop, Kare-kare, Pork Barbecue, Bicol Express, Chinese Humba, Grilled Liempo, Lechon Kawali, Lechon Paksiw, Lengua, Lumpiang Shanghai, Meatrolls, Nilagang Baboy, Patatim, Pochero, Pork Adobo, Pork Afritada, Pork Humba, Pork Menudo, Pork Sinigang, Pork Steak, Sisig, Tokwa't Baboy
- g. Beef:** Traditional Beef Steak, Beef with kangkong in Oyster Sauce, Beef Tapa, Beef Teriyaki, Beef with Broccoli, Bulalo, Roast Beef with Mashed Potato
- h. Seafood: (Note: No Cream Dory)** Steamed Fish in Chinese Soy Sauce/White Sauce, Daing na Bangus, Grilled Fish, Fish Fillet in Tartar Sauce, Fish Fillet with Mayo Dip, Sweet 'n Sour Fish, Fish Kinilaw, Crab Omelette, Garlic Shrimp, Seafood Valenciana, Shrimp Sinigang, Sweet Chili Crab, Sweet Chili Shrimp, Stuffed Shrimp, Calamares, Grilled Pusit
- i. Vegetables:** Broccoli with Tofu, Buttered Vegetables, Ensaladang Talong, Ginataang Pako with Crab Meat, Pipino-Mango Salad, Vegetable Lumpia, Chopsuey, Fresh Vegetable Salad, Ginataang Gulay, Pinakbet with Bagoong, Seaweeds (Lato), Tortang Talong, Laing, Spicy Sauteed String Beans, Fresh Lumpia- Ubod

Lunch shall include the following:

1. Two (2) kinds of meat or two (2) kinds of fish/seafoods (no cream dory) or one (1) kind of meat and one (1) kind of fish/seafood (no cream dory);
2. Vegetable;
3. Soup;
4. Rice;
5. 2 kinds Desserts/fruits; and
6. Drinks – fresh fruit juice.

Each snack shall include the following:

1. Traditional Filipino delicacy or Noodles/Pasta dish or Cake/Pastry/Sandwich; and
2. Fresh fruit juice.

From among the ten (10) submitted menu sets, the Procuring Entity shall choose the menu sets to be served for each day of every scheduled training. The Catering Service Provider shall be informed of the choice of menu sets at least two (2) calendar days before the start of each training thru a written notice from the Procuring Entity signed by the Coordinator and the ATFS Service Chief or her authorized representative.

The food shall be delivered on the dates specified hereunder following the delivery time specified in GCC Clause 6.2 of the Special Conditions of Contract and to the project site stated under GCC Clause 1.1 (k) of the aforementioned document.

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
Catering Services for the conduct of the following nine (9) trainings from January to November 2021:				
A. First Semester:				
1	Supervisory Development Program (SDP), Courses 1 & 2 (Batch 1) Course 1: Achieving Leadership Effectiveness (Leading Change) Course 2: Aligning Organization and People (Thinking Strategically & Effectively)	35	140	January 26 - 29, 2021
2	Supervisory Development Program (SDP), Courses 3 & 4 (Batch 1) Course 3: Developing Organizations & Individuals	35	140	April 20-23, 2021

	(Managing Performance & Coaching for Results) Course 4: Empowering & Engaging People (Building Collaborative, Inclusive Working Relationships)			
3	Supervisory Development Program (SDP), Course 5 (Batch 1) Course 5: Improving Organization and Individual Performance (Creating and Nurturing a High Performing Organization)	35	70	June 8 - 9, 2021
4	Supervisory Development Program (SDP), Course 5 (Batch 2) Course 5: Improving Organization and Individual Performance (Creating and Nurturing a High Performing Organization)	35	70	June 10 - 11, 2021
B. Second Semester				
5	Supervisory Development Program (SDP), Courses 1 & 2 (Batch 1) Course 1: Achieving Leadership Effectiveness (Leading Change) Course 2: Aligning Organization and People (Thinking Strategically & Effectively)	35	140	July 6 - 9, 2021
6	Supervisory Development Program (SDP), Courses 3 & 4 (Batch 1) Course 3: Developing Organizations & Individuals (Managing Performance & Coaching for Results) Course 4: Empowering & Engaging People (Building	35	140	August 10-13, 2021

	Collaborative, Inclusive Working Relationships)			
7	Supervisory Development Program (SDP), Course 5 (Batch 1) Course 5: Improving Organization and Individual Performance (Creating and Nurturing a High Performing Organization)	35	70	October 7 - 8, 2021
8	Supervisory Development Program (SDP), Course 5 (Batch 2) Course 5: Improving Organization and Individual Performance (Creating and Nurturing a High Performing Organization)	35	70	October 9 -10, 2021
9	Supervisory Development Program (SDP), Courses 1 & 2 (Batch 1) Course 1: Achieving Leadership Effectiveness (Leading Change) Course 2: Aligning Organization and People (Thinking Strategically & Effectively)	35	140	November 19-22, 2021
Catering Services for the conduct of twelve (12) Management Committee Meetings from January to December 2021:				
1	Management Committee Meeting	16	16	January 2021
2		16	16	February 2021
3		16	16	March 2021
4		16	16	April 2021
5		16	16	May 2021
6		16	16	June 2021
7		16	16	July 2021

8		16	16	August 2021
9		16	16	September 2021
10		16	16	October 2021
11		16	16	November 2021
12		16	16	December 2021

Additional food service or freebies indicated in the menu maybe included in the evaluation of the bid.

Framework Agreement List

(INDICATIVE CALL-OFF ORDER SCHEDULE)

Year 2021

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

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

FRAMEWORK AGREEMENT LIST				
Civil Service Commission Regional Office No. VIII				
Item / Service		Cost per item	Maximum	Total Cost
Type and nature of each item/service		or service	Quantity	per Item
1	Supervisory Development Program (SDP), Courses 1 & 2 (Batch 1) Course 1: Achieving Leadership Effectiveness (Leading Change) Course 2: Aligning Organization and People (Thinking Strategically & Effectively) - January 26-29, 2021	P650.00	140	P91,000.00
2	Supervisory Development Program (SDP), Courses 3 & 4 (Batch 1) Course 3: Developing Organizations & Individuals (Managing Performance & Coaching for Results) Course 4: Empowering & Engaging People (Building Collaborative, Inclusive Working Relationships) - April 20-23, 2021	P650.00	140	P91,000.00
3	Supervisory Development Program (SDP), Course 5 (Batch 1) Course 5: Improving Organization and Individual Performance (Creating and Nurturing a High Performing Organization) - June 8-9, 2021	P650.00	70	P45,500.00
4	Supervisory Development Program (SDP), Course 5 (Batch 2) Course 5: Improving Organization and Individual Performance (Creating and Nurturing a High Performing Organization) - June 10 - 11, 2021	P650.00	70	P45,500.00

5	Supervisory Development Program (SDP), Courses 1 & 2 (Batch 1) Course 1: Achieving Leadership Effectiveness (Leading Change) Course 2: Aligning Organization and People (Thinking Strategically & Effectively) - July 6-9, 2021	P650.00	140	P91,000.00
6	Supervisory Development Program (SDP), Courses 3 & 4 (Batch 1) Course 3: Developing Organizations & Individuals (Managing Performance & Coaching for Results) Course 4: Empowering & Engaging People (Building Collaborative, Inclusive Working Relationships) - August 10-13, 2021	P650.00	140	P91,000.00
7	Supervisory Development Program (SDP), Course 5 (Batch 1) Course 5: Improving Organization and Individual Performance (Creating and Nurturing a High Performing Organization) - October 7 - 8, 2021	P650.00	70	P45,500.00
8	Supervisory Development Program (SDP), Course 5 (Batch 2) Course 5: Improving Organization and Individual Performance (Creating and Nurturing a High Performing Organization) - October 9 -10, 2021	P650.00	70	P45,500.00
9	Supervisory Development Program (SDP), Courses 1 & 2 (Batch 1) Course 1: Achieving Leadership Effectiveness (Leading Change) Course 2: Aligning Organization and People (Thinking Strategically & Effectively) - November 19-22, 2021	P650.00	140	P91,000.00
	12 Management Committee Meetings - January to December 2021	P650.00	192	P124,800.00
TOTAL <i>(Approved Budget for the Contract)</i>			1,172	P761,800.00
<i>Expected delivery timeframe after receipt of a Call-Off.</i>		<i>Within the scheduled training days upon issuance of Call-off.</i>		
<i>Remarks</i>		<i>Please see Technical Specifications.</i>		

BANELLO P. GABON	Chief Human Resource Specialist, Human Resource Division	
SIGNATURE OVER PRINTED NAME	POSITION	DEPARTMENT/DIVISION

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

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

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

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

Sample Clause: Equivalency of Standards and Codes

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

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

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

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

Technical Specifications

Item	Specification	Statement of Compliance
	<p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder’s statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>	
Item	Specification	Statement of Compliance
I.	The Catering Service Provider shall comply with the government regulations as provided in Presidential Decree No. 856 otherwise known as “The Code on Sanitation of the Philippines”.	
	A. Sanitary Permit (Sec. 14, Chapter III)	
	B. Health Certificate of Food Handlers (Sec. 15, Chapter III)	
	C. Quality and Protection of Food (Sec. 16, Chapter III)	
II.	The Catering Service Provider agrees:	
	A. To provide food and services for the number of participants on the basis of the information given by the Procuring Entity thru a notice signed by the Coordinator and Service Chief, ATFS or her authorized representative, at least two (2) days prior to the training schedule.	
	B. during the training, to increase/ decrease the number of meals/ snacks to be served for the remaining days of a specific training schedule, to take effect on the second day, provided that written notice is given by the Procuring Entity signed by the Coordinator and	

	Service Chief, ATFS or her authorized representative, not later than 3:00 PM on the first day of the training.	
	C. during the training, to adjust on any specific food/diet restrictions (religion or health reasons) of participants' meals to be served for the remaining days of a specific training schedule, to take effect on the second day provided that written notice is given by the Procuring Entity signed by the Coordinator and Service Chief, ATFS or her authorized representative, not later than 3:00 PM on the first day of the training.	
	D. to substitute the menu for a specific training schedule due to justifiable reasons (unavailability in the market, red tide, supply and demand forces, tropical depression, advisory of nonslaughter, etc.) provided that notice is given to the Procuring Entity at least one (1) day prior to the schedule. Provided further that the change in the menu will not change the unit cost.	
	E. to reschedule/cancel the seminar due to fortuitous event/instances beyond the control of Civil Service Commission, Regional Office No. VIII, Candahug, Palo, Leyte.	
	F. to reschedule or cancel the seminar when the number of participants is less than 25.	
	G. to provide the necessary clean and/or sterile dining utensils during the training as enumerated in but not limited to the following: 1) Glasses; 2) Spoons; 3) Forks; 4) Serving spoons; 5) Cups; 6) Bowls; 7) Knives; 8) Trays; 9) Pitchers; 10) Glass rack; 11) Ice bucket; 12) Food warmers; 13) Toothpicks; and 14) Condiments.	
	H. to provide clean table cloth, seat covers and table napkins in the designated dining area.	
	I. to assign at least two (2) waiters/ waitresses in clean working garments per class/seminar and shall secure an updated Health Certification from the medical health/authorized officer.	
	J. to maintain a high standard of sanitation and cleanliness of the dining area and its immediate surroundings at all times adopting the policy of "Clean as you go".	
	<i>Additional Requirements</i>	

	<p>1. The CSCRO VIII shall inform the Concessionaire of the total number of actual participants at least three (3) days before the conduct of the training.</p>	
	<p>2. The Service Provider shall assure the quality of food to be served maintaining high standards of sanitation. In the event that that the food served has indication of spoilage, the caterer shall be allowed to make substitution upon the approval of the course administrator.</p>	
	<p>3. The Service Provider shall submit or provide menu including healthy foods such as rice, beef, chicken, pork, seafoods, vegetables, dessert/fruits, fruit juice</p>	
	<p>4. Menu Choices shall be as follows:</p> <ul style="list-style-type: none"> a. Snacks: Cheeseburger, Clubhouse Sandwich, Hamburger, Special Toron, Ube Ginatan, Arrozcaldo, Biko, Carbonara, Chicken Sandwich, Ham & Cheese Sandwich, Native Delicacies, Palabok, Pancit Malabon, Seafood Pasta, Siomai, Siopao and Spaghetti b. Noodles: Bam-i, Chami, lomi, Pancit Bihon, Pancit Canton, Pancit Malabon, Palabok, Pancit Loglog c. Desserts: Black Sambo, Broken Glass, Brownies, Buko Pandan, Carrot Cake, Cassava Cake, Chicken Macaroni Salad, Chocolate Cake, Chocolate Fountain, Coffee Jelly, Cupcake with Ice Cream, Fresh Fruits, Fruit Salad, Ice Cream, Leche Flan, Mango Cake, Mango Float and Mango Pandan d. Drinks: Fresh Fruit Shakes, Fresh Lemonade Juice, Fresh Dalandan Juice, Fresh Cucumber Juice, Fresh Apple Juice, Fresh Orange Juice e. Chicken: Chicken Barbecue, Chicken Inasal, Buttered Chicken, Chicken Afritada, Chicken Cordon Bleu, Chicken Curry, Chicken Lollipop, Chicken Roll, Chicken Teriyaki, Chicken Tinola, Crispy Fried Chicken, Stuffed Chicken f. Pork: Grilled Porkchop, Kare-kare, Pork Barbecue, Bicol Express, Chinese Humba, Grilled Liempo, Lechon Kawali, Lechon Paksiw, Lengua, Lumpiang Shanghai, Meatrolls, Nilagang Baboy, Patatim, Pochero, Pork Adobo, Pork Afritada, Pork Humba, Pork Menudo, Pork Sinigang, Pork Steak, Sisig, Tokwa't Baboy g. Beef: Traditional Beef Steak, Beef with kangkong in Oyster Sauce, Beef Tapa, Beef Teriyaki, Beef with Broccoli, Bulalo, Roast Beef with Mashed Potato 	

	<p>h. Seafood: Steamed Fish in Chinese Soy Sauce/White Sauce, Daing na Bangus, Grilled Fish, Fish Fillet in Tartar Sauce, Fish Fillet with Mayo Dip, Sweet 'n Sour Fish, Fish Kinilaw; Crab Omelette, Garlic Shrimp, Seafood Valenciana, Shrimp Sinigang, Sweet Chili Crab, Sweet Chili Shrimp, Stuffed Shrimp, Calamares, Grilled Punit</p> <p>i. Vegetables: Broccoli with Tofu, Buttered Vegetables, Ensaladang Talong, Ginataang Pako with Crab Meat, Pipino-Mango Salad, Vegetable Lumpia, Chopsuey, Fresh Vegetable Salad, Ginataang Gulay, Pinakbet with Bagoong, Seaweeds (Lato), Tortang Talong, Laing, Spicy Sauteed String Beans, Fresh Lumpia - Ubod</p>	
	5. Subject to increase/decrease of participants.	
	6. The caterer shall serve consumables of one (1) lunch and two (2) snacks per day which shall be ready for inspection by 11:15AM, snacks by 8:45AM and 2:30PM, respectively.	
	7. The Service Provider shall not require advance payment and deposit to guarantee reservation.	
	8. The Concessionaire shall assign at least four (4) waiters/waitresses in clean working garments in trainings with 50 or more participants and at least 2-3 waiters/waitresses for trainings with less than or equal to 50 participants.	
	9. The CSCRO VIII reserves the right to cancel/reschedule the delivery of catering services in case of major institutional mandates/changes, calamities, etc. upon formal notice to the caterer at least three (3) days prior to the event.	
	10. The CSCRO VIII shall pay the Concessionaire at least five (5) days after the billing statements have been received by the Office.	
	11. The CSCRO VIII reserves the right to substitute/reschedule trainings.	
	12. The Service Provider shall provide at least two (2) buffet tables with centerpiece for trainings with less than or equal to fifty (50) participants and at least four (4) buffet tables inside the function hall for trainings with more than fifty (50) participants.	

	<p>13. The Service Provider shall replace table cloth, seat covers and napkins used in the previous day on a daily basis as a precautionary measure to prevent the spread of the COVID-19.</p>	
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I hereby certify that the statement of compliance to the foregoing technical specifications are true and correct, otherwise, if found to be false either during bid evaluation or post- qualification, the same shall give rise to automatic disqualification of our bid.

Name of Company

Signature Over Printed Name
of Authorized Representative

Date

[Use this form for Framework Agreement:]

Technical Specifications

TECHNICAL SPECIFICATIONS			
<i>Item / Service</i>	<i>Maximum Quantity</i>	<i>Technical Specifications / Scope of Work</i>	<i>Statement of Compliance</i>
<p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution.]</i></p>			
<i>Item / Service</i>	<i>Maximum Quantity</i>	<i>Technical Specifications / Scope of Work</i>	<i>Statement of Compliance</i>
Supervisory Development Program (SDP), Courses 1 & 2 (Batch 1) Course 1: Achieving Leadership Effectiveness (Leading Change) Course 2: <i>Aligning Organization and People (Thinking Strategically & Effectively)</i> - January 26-29, 2021	140	1 lot Catering Services for Nine (9) Trainings from January to November 2021 and Twelve (12) Management Committee Meetings from January to December	
Supervisory Development Program (SDP), Courses 3 & 4 (Batch 1) Course 3: Developing Organizations & Individuals (Managing Performance & Coaching for Results) Course 4: Empowering & Engaging People (Building Collaborative, Inclusive Working Relationships) - April 20-23, 2021	140		

Supervisory Development Program (SDP), Course 5 (Batch 1) Course 5: Improving Organization and Individual Performance (Creating and Nurturing a High Performing Organization) - June 8-9, 2021	70		
Supervisory Development Program (SDP), Course 5 (Batch 2) Course 5: Improving Organization and Individual Performance (Creating and Nurturing a High Performing Organization) - June 10 - 11, 2021	70		
Supervisory Development Program (SDP), Courses 1 & 2 (Batch 1) Course 1: Achieving Leadership Effectiveness (Leading Change) Course 2: Aligning Organization and People (Thinking Strategically & Effectively) - July 6-9, 2021	140		
Supervisory Development Program (SDP), Courses 3 & 4 (Batch 1) Course 3: Developing Organizations & Individuals (Managing Performance & Coaching for Results) Course 4: Empowering & Engaging People (Building Collaborative, Inclusive Working Relationships) - August 10-13, 2021	140		
Supervisory Development Program (SDP), Course 5 (Batch 1) Course 5: Improving Organization and Individual Performance (Creating and Nurturing a High Performing Organization) - October 7 - 8, 2021	70		
Supervisory Development Program (SDP), Course 5 (Batch 2) Course 5: Improving Organization and Individual Performance (Creating and Nurturing a High	70		

Performing Organization) - October 9 -10, 2021			
Supervisory Development Program (SDP), Courses 1 & 2 (Batch 1) Course 1: Achieving Leadership Effectiveness (Leading Change) Course 2: Aligning Organization and People (Thinking Strategically & Effectively) - November 19-22, 2021	140		
12 Management Committee Meetings - January to December 2021	192		

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
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) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **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).

Bid Form

Date: _____
 Invitation to Bid⁴ N^o: **CSCROVIII-PB-2020-0002**

To: DIR. ROWIN P. RIÑOS
BAC Chairperson
Civil Service Commission
Regional Office No. VIII
Candahug, Palo, Leyte

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide *Catering Services for Nine (9) Trainings from January to November 2021 and Twelve (12) Management Committee Meetings from January to December 2021 (Framework Agreement)* in conformity with the said Bidding Documents.

	Qty/ Unit	Items/Description	Unit Price	Total Price
	140	Supervisory Development Program (SDP), Courses 1 & 2 (Batch 1) Course 1: Achieving Leadership Effectiveness (Leading Change) Course 2: Aligning Organization and People (Thinking Strategically & Effectively)		
	140	Supervisory Development Program (SDP), Courses 3 & 4 (Batch 1) Course 3: Developing Organizations & Individuals (Managing Performance & Coaching for Results) Course 4: Empowering & Engaging People (Building Collaborative, Inclusive Working Relationships)		
	70	Supervisory Development Program (SDP), Course 5 (Batch 1) Course 5: Improving Organization and Individual Performance (Creating and Nurturing a High Performing Organization)		
	70	Supervisory Development Program (SDP), Course 5 (Batch 2) Course 5: Improving Organization and Individual Performance (Creating and Nurturing a High Performing Organization)		
	140	Supervisory Development Program (SDP), Courses 1 & 2 (Batch 1) Course 1: Achieving Leadership Effectiveness (Leading Change)		

⁴ If ADB, JICA and WB funded projects, use IFB.

		Course 2: Aligning Organization and People (Thinking Strategically & Effectively)		
	140	Supervisory Development Program (SDP), Courses 3 & 4 (Batch 1) Course 3: Developing Organizations & Individuals (Managing Performance & Coaching for Results) Course 4: Empowering & Engaging People (Building Collaborative, Inclusive Working Relationships)		
	70	Supervisory Development Program (SDP), Course 5 (Batch 1) Course 5: Improving Organization and Individual Performance (Creating and Nurturing a High Performing Organization)		
	70	Supervisory Development Program (SDP), Course 5 (Batch 2) Course 5: Improving Organization and Individual Performance (Creating and Nurturing a High Performing Organization)		
	140	Supervisory Development Program (SDP), Courses 1 & 2 (Batch 1) Course 1: Achieving Leadership Effectiveness (Leading Change) Course 2: Aligning Organization and People (Thinking Strategically & Effectively)		
	192	Management Committee Meeting		

TOTAL PRICE IN WORDS:

1 Lot: _____

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

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

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 of the Bidding Documents.

I/We likewise certify/confirm that the undersigned, *[for sole proprietorships, insert]:* as the owner and sole proprietor or authorized representative of *[Name of Bidder]*, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the *[Name/Title of the Project.]*

Or;

I/We likewise certify/confirm that the undersigned, *[for partnerships, corporations, cooperatives, or joint ventures, insert]*: is granted full power and authority by the *[Name of Bidder]*, to participate, submit the bid and to sign and execute the ensuing contract on the latter's behalf for *[Name/Title of the Project.]*

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

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf _____

Schedule of Prices for Goods Offered From Within the Philippines

Name of Bidder: _____ PB No. CSCROVIII-PB-2020-0002 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 Insurance 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)

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Omnibus Sworn Statement

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 the **CATERING SERVICES FOR NINE (9) TRAININGS FROM JANUARY TO NOVEMBER 2021 AND TWELVE (12) MANAGEMENT COMMITTEE MEETINGS FROM JANUARY TO DECEMBER 2021** of the **Civil Service Commission, Regional Office No. VIII, Candahug, Palo, Leyte**, 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;

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 following responsibilities as a Bidder:

- a) Carefully examine all of the Bidding Documents;
- b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
- c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
- d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the **PUBLIC BIDDING OF CATERING SERVICES FOR NINE (9) TRAININGS FROM JANUARY TO NOVEMBER 2021 AND TWELVE (12) MANAGEMENT COMMITTEE MEETINGS FROM JANUARY TO DECEMBER 2021.**

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.

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

Bidder's Representative/Authorized Signatory

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ *[date issued]*, *[place issued]*

IBP No. _____ *[date issued]*, *[place issued]*

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

* This form will not apply for WB funded projects.

STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT SIMILAR TO THE CONTRACT TO BE BID

This is to certify that _____ (company) _____ has the following completed contracts for the last ten (10) years.

Date of the Contract	Contracting Party	Name of Contract	Kind of Goods Sold	Amount of Contract	Date of Delivery/ End-user’s Acceptance	Date of Official Receipt	Bidder is A) Manufacturer B) Supplier C) Distributor

Name and Signature of
Authorized Representative

Date

*Instructions:

- a) Cut-off date as of:
 - (i) **Up to the day before the deadline of** submission of bids.
- b) **In the column under “Dates”, indicate the dates of Delivery/ End-user’s Acceptance and Official Receipt.**
- c) **“Name of Contract”. Indicate here the Nature/ Scope of the Contract for the Procuring Entity to determine the relevance of the entry with the Procurement at hand. Example: “Supply and Delivery of Generator Set”**

Statement of: (i) Ongoing Contracts and; (ii) Awarded But Not Yet Started Contracts

This is to certify that _____ (company) _____ has the following ongoing and awarded but not yet started contracts:

Date of the Contract	Contracting Party	Name of Contract	Kind of Goods Sold	Amount of Contract	Value of Outstanding Contracts	Bidder is A) Manufacturer B) Supplier C) Distributor

Name and Signature of Authorized Representative

Date

***Instructions:**

- a) State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project called for bidding) as of:
 - i. **The day before the deadline of** submission of bids.
- b) If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.
- c) The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC) in case an NFCC is submitted as an eligibility document.
- d) **“Name of Contract”**. Indicate here the Nature/ Scope of the Contract for easier tracking of the entries/ representations. *Example: “Supply and Delivery of Generator Set”*

FRAMEWORK AGREEMENT CONTRACT
[Name of Project]

KNOW ALL MEN BY THESE PRESENTS:

This Agreement made and entered into by and between [name of PROCURING ENTITY] of the Philippines with office address at _____, represented herein by its _____, and hereinafter referred to as the "THE PROCURING ENTITY".

and

[name of SUPPLIER], a duly registered entity existing under the laws of the Philippines, with postal address at _____, represented by its _____ hereinafter referred to as the "THE SUPPLIER",

WITNESSETH, that:

WHEREAS, THE PROCURING ENTITY decided to use Framework Agreement on its procurement project _____;

WHEREAS, this Agreement is for the option to purchase of goods determined to be necessary and desirable to address and satisfy the needs of THE PROCURING ENTITY but by its nature, use or characteristic, the quantity and/or exact time of need cannot be accurately pre-determined;

WHEREAS, THE PROCURING ENTITY has the option to purchase the items provided in the Framework Agreement List, attached and made an integral part of this Agreement as provided in Article I, on a date and time to be determined in the Call-Off to be issued for such purpose by THE PROCURING ENTITY; and

WHEREAS, THE SUPPLIER which passed the eligibility screening conducted by THE PROCURING ENTITY, shall maintain and update the eligibility requirements during period of this Agreement and shall honor all obligations under this Framework Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

Article I
GENERAL
CONSIDERATIONS

1. This Framework Agreement is an option contract. THE PROCURING ENTITY is given the option to either purchase the identified items in the Framework Agreement or not to purchase at all. The discretion to exercise the option falls solely with THE

PROCURING ENTITY. THE SUPPLIER may not require or demand for the latter to purchase the items in the Framework Agreement List.

2. In this Framework Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract which is attached thereto and made and integral part thereof
3. The following documents shall be deemed to form and be read and construed as part of this Agreement:
 - (a) the Supplier's Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.* bidder's response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity's bid evaluation;
 - (b) the Framework Agreement List and the Technical Specifications;
 - (c) the General Conditions of Contract;
 - (d) the Special Conditions of Contract;
 - (e) the Performance Security or Performance Securing Declaration;
 - (f) the Procuring Entity's Notice to Execute Framework Agreement;
 - (g) Mini Competition, when necessary; and
 - (h) Call-Offs.

Article II DURATION

The term of this Agreement shall be from _____ to _____ unless sooner revoked by both parties.

Article III CONSIDERATION

For the consideration of one peso (Php 1.00), THE PROCURING ENTITY have the option to purchase any or all of the items in the Framework Agreement List through the issuance of Call-off and THE SUPPLIER commits to deliver the goods and perform the services subject to the conditions of the Call-off.

Article IV PERFECTION OF PROCUREMENT CONTRACT

The Framework Agreement being an option contract, a procurement contract is perfected only when THE PROCURING ENTITY exercises the option to procure any item from the Framework Agreement List through the issuance of a Call-off

Article V OBLIGATION TO ANSWER A CALL- OFF

Once THE PROCURING ENTITY issues a Call-off, THE SUPPLIER is bound to deliver the goods or perform the services identified at the time and date specified in the Call-off.

Failure on the part of THE SUPPLIER to deliver goods or perform the services shall warrant forfeiture of performance security or performance securing declaration and imposition of liquidated damages as provided for in the Guidelines on use of Framework Agreement by all Procuring Entities without prejudice to all other applicable sanctions.

**Article VI
TERMS AND
CONDITIONS**

The terms and conditions of this Framework Agreement shall be governed by Guidelines on the Use of Framework Agreement by all Procuring Entity and all relevant issuance of the GPPB.

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

Signed, sealed, delivered by _____ the _____ (for the Procuring Entity)

Signed, sealed, delivered by _____ the _____ (for the Supplier)

SUPPLIER'S LETTERHEAD

Date

Chairperson
Civil Service Commission
Regional Office No. VIII
Government Center, Palo, Leyte

Dear Sir:

This has reference to Public Bidding No. _____ for _____ (Name of Project).

(Name of Company) respectfully requests for the following:

- Withdraw of Bid Submissions
- Refund of Bid Security
(Attached is a photocopy of the CSCROVIII Official Receipt)

It is understood that _____ waives its right to file any motion for reconsideration and/or protest in connection with the above-cited Public Bidding Project.

Thank you.

Very truly yours,

Authorized Signatory for the Company

Form of Performance Security (Bank Guarantee)

To : Civil Service Commission
Regional Office No. VIII
Government Center, Palo, Leyte

WHEREAS, _____ (*Name and Address of Supplier*) (hereinafter called "the Supplier") has undertaken, in pursuance of Notice of Award No. _____ dated _____ to execute (*Name of Contract and Brief Description*) (hereinafter called "the Contract");

AND WHEREAS, it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS, we have agreed to give the Supplier such a Bank Guarantee;

NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Supplier, up to a total of [*Amount of Guarantee*] proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [*Amount of Guarantee*] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between you and the Supplier shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the date of issue of the Final Acceptance [Inspection, & Certification of Acceptance Report(I.C.A.R)].

SIGNATURE AND SEAL OF THE
GUARANTOR

NAME OF BANK

ADDRESS

DATE

BID SECURING DECLARATION FORM

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

X.....-X

BID SECURING DECLARATION Invitation to Bid: *Public Bidding No. CSCROVIII-PB-2020-0002*

To: Civil Service Commission
Regional Office No. VIII
Government Center, Palo, Leyte

I/We¹, 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 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 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;
 - (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.

¹ Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

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'S AUTHORIZED REPRESENTATIVE]
[Insert Signatory's Legal Capacity]
Affiant

SUBSCRIBED AND SWORN to before me this ____ day of [month] [year] at [place of execution], Philippines. Affiant/s known to me, and known to be the same person/s in the exhibited [insert type of government identification card used*], with his/her photograph and signature appearing thereon, with no. _____ issued on _____ at _____.

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

Doc. No. _____

Page No. _____

Book No. _____

Series of _.

PERFORMANCE SECURING DECLARATION FORM

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

X.....-X

PERFORMANCE SECURING DECLARATION
[Insert name of Framework Agreement]

To: **Civil Service Commission**
Regional Office No. VIII
Government Center, Palo,
Leyte

I/We², the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/service provider of its obligations under the Framework Agreement, I/we shall submit a Performance Securing Declaration prior to the signing of the Framework Agreement.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any 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 of five percent (5%) of the Call-Off Price, If I/we have committed any of the following actions:
 - (i) Violation of my/our obligations under the Framework Agreement; or
 - (ii) Violation of my/our obligations under a Call-Off Terms and Conditions
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon the termination of the Framework Agreement pursuant to Section 10 of the Guidelines on the Use of Framework Agreement.

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'S AUTHORIZED REPRESENTATIVE]

[Insert Signatory's Legal Capacity]

Affiant

Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

SUBSCRIBED AND SWORN to before me this ____day of [month] [year] at [place of execution], Philippines. Affiant/s known to me, and known to be the same person/s in the exhibited [insert type of government identification card used*], with his/her photograph and signature appearing thereon, with no. _____ issued on _____ at _____.

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorney's No. _____

PTR No. _____ [date issued], [place issued]

IBP No. _____ [date issued], [place issued]

Doc. No. _____

Page No. _____

Book No. Series
of _.

**The identification card shall be at least one of those acceptable proofs of identity as identified under the provisions of the 2004 Rules on Notarial Practice.*

“Sec. 12. Competent Evidence of Identity – The phrase “competent evidence of identity” refers to the identification of an individual based on:

At least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver’s license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter’s ID, Barangay certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman’s book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification.

