

**BIDDING FOR THE PROCUREMENT OF CATERING SERVICES FOR BCDA BOARD MEETINGS,
COMMITTEE MEETINGS AND BOARD-RELATED ACTIVITIES FOR CY 2018**

BID BULLETIN NO. CS 2018-001

This bid bulletin clarifies queries raised during the Pre-Bid Conference held last 22 February 2018, requests for clarifications sent through email, and other matters relative to the **Bidding for the Procurement of Catering Services for BCDA Board Meetings, Committee Meetings, and Board-Related Activities for CY2018**.

1. Queries/Questions by Prospective Bidders

Issues Raised	Clarifications
1. Whether the Bid Security is refundable.	The Bid Security shall be returned only after the bidder with Lowest Calculated Responsive Bid (LCRB) has signed the contract and furnished the performance Security. The Bidders have the option to submit a Notarized Bid Securing Declaration in lieu of Bid Security.
2. What would be the procedure of BAC in case of having only one bidder for the bidding at hand, but that lone bidder got a rating of below 80% during food tasting?	A failure of bidding shall be declared and a re-bidding for the project at hand shall be conducted.
3. As required in the Bid Securing Declaration Form, may we know the reference number for the Invitation to Bid?	Invitation to Bid: Reference No. 5155139 / Procurement of Catering Services for 2018
4. On the Bid Securing Declaration Form, whether the bidders will only choose the clauses applicable to them or whether all items stated therein are required.	The items enumerated in the Bid Securing Declaration Form are applicable to all Bidders.
5. On the SLCC under the Bidder's Role Column (%), whether the Bidders shall indicate the percentage, i.e. 100% for the completed project.	Yes
6. Whether the Financial Statement dated 2016 is acceptable.	Audited Financial Statements should be for the year 2016 or 2017, whichever is available.
7. Whether the Bidders need to submit a Sworn Affidavit/Statement indicating that they're not related to the HoPe, BAC, TWG, BAC Secretariat, PMO or End-User. If yes, can the bidders be furnished with a template of the Sworn	The bidders need to submit a Notarized Omnibus Sworn Statement as indicated in the Checklist of Requirements. The bidders who have purchased the bidding documents shall be provided with an editable word file.

Statement?	
8. Whether the DTI Certificate mentioned in the ITB Section 27.2 is required.	No. Section 27.2 of the Instruction to Bidders (ITB) is applicable to a Domestic Bidder who is requesting to be granted preference over Foreign Bidder.
9. Query on Contract Agreement Form	Draft Contract for Catering Services is attached for Prospective Bidders' reference.
10. Whether Sections 10.1 and 10.2 of the General Conditions of Contract (GCC) is applicable to specific bidder only.	Conditions of Contract for the Catering Services are specified in the attached draft Contract.

2. Clarifications from the BAC

- a. Bidders must have a completed single largest contract similar to the project at hand within the last two (2) years (January 2016 to January 2018) with the contract amount equivalent to at least fifty percent (50%) of the ABC.
- b. The ON-GOING government and/or private contracts awarded but not yet started must be supported with the following documents from two (2) of the biggest contracts, if any:
 1. Contract or Purchase Order; **OR**
 2. Notice of Award or Notice to Proceed
- c. The number of meetings are estimates and may vary depending on the requirement of the BCDA Board. The bidder must submit a financial proposal based on the price per meal, per person.
- d. The bidders must be registered with PhilGEPS under Platinum Membership, otherwise the bidders will be rated failed which shall result in declaring them as "ineligible". *However, per GPPB Circular No. 07-2017, prospective bidders may opt to submit their PhilGEPS Certificate of Registration or their Class "A" Eligibility Documents, or a combination thereof, during the bid submission. The Platinum Membership remains as a post-qualification requirement to be submitted in accordance with Section 34.2 of the 2016 Revised IRR of RA 9184.*
- e. The bid documents can be accessed in the PhilGEPS and BCDA Websites. Those who have purchased the Bid Documents will be provided with soft copy of the same (PDF Format) and editable forms.
- f. The bidders have to purchase the bid documents before they are allowed to submit their bids. They can still purchase the document until the deadline of submission.
- g. The computation of the bid security shall be based on the Approved Budget for the Contract (ABC).
- h. All licenses, permits and other required clearances should be valid at the time of the submission of bids, Post-Qualification evaluation, and signing of the contract.

- i. The following documents are required to be NOTARIZED, which should be duly sworn to and include complete information on the PTR No., MCLE No., Authority or Commission Number, etc..
 - i. Omnibus Sworn Statement
 - ii. Bidder's Representative Authorization (as provided in Paragraph 2 of the Omnibus Sworn Statement)
 - iii. Bid Securing Declaration
- j. The bidders may submit a notarized Bid Securing Declaration in lieu of other forms of bid security. It is important to note, however, that although the Bid Securing Declaration does not require cash, its enforcement shall include automatic blacklisting and payment of certain fines in the event that the bidder violates any of the conditions set forth in the bidding documents.
- k. The bid should not be more than the ABC, otherwise the bidder will be disqualified.
- l. NFCC Computation should be based on the Audited Financial Statements for the year 2016 or 2017, whichever is available, using the computation provided in paragraph 5.5 of the Instruction to Bidders, and should be at least equivalent to the (ABC).
- m. BCDA reserves the right to waive minor defects in forms and requirement as long as they do not affect the genuineness and authenticity of the documents submitted.
- n. BCDA reserves the right to accept or reject any bid, to annul the bidding process, and to reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders.

4. Reminders from the BAC

- a. BCDA adheres to the "No-Contact Rule". All clarifications should be made in writing and addressed to the BAC-G Secretariat. **Deadline for Clarification is at 5pm on 28 February 2018.**
- b. The bid bulletin shall be posted in PHILGEPS and BCDA websites on 7 March 2018. However, only those who purchased the bidding documents are entitled to directly receive a copy of the Bid Bulletin by email.
- c. Visiting or calling the members of the BAC, the TWG, the Secretariat or anyone working for BCDA is not allowed and will not be entertained.
- d. Dates, in the absence of any qualifications, are meant to be calendar days. Calendar days include Saturdays, Sundays and Holidays.
- e. The Pre-Bid Conference for the Bidding for the Procurement of Catering Services for BCDA Board and Committee Meetings and Board-Related Activities for CY2018 was held on February 22, 2018 at 9:30AM.

- f. **The deadline for the submission of bids for the Bidding for the Procurement of Catering Services for BCDA Board and Committee Meetings and Board-Related Activities for CY2018 is at 1:00 PM on March 14, 2018** at the BCDA Central Receiving and Releasing Area (CRRA) located at the 2nd Floor Bonifacio Technology Center, 31st St. cor. 2nd Avenue Bonifacio Global City, Taguig City. The computer system clock at the CRRA that is set to Philippine Standard Time (PhST) shall be used as reference in determining the time for the submission of bids. Hence, participating bidders are advised to synchronize their timepieces with the said computer system clock. **Late bids or those submitted after 1:00 PM of 14 March 2018 shall not be accepted.**
- g. Bidders may submit their eligibility documents a day before the deadline for submission to avoid the possibility of being late for submission.
- h. **Bid opening shall be at 2:00 PM on March 14, 2018** at the BCDA Corporate Center, 2nd Floor Bonifacio Technology Center, 31st St. cor. 2nd Avenue Bonifacio Global City, Taguig City. Bids will be opened in the presence of the Bidders. However, the Bidders' attendance during the Opening of Bids is not compulsory but it is advised that bidders will send their representative to assist the BAC and answer clarifications, if any.
- i. Bids will be opened in the presence of the Bidders. However, the Bidders' attendance during the Opening of Bids is not compulsory but it is advised that bidders will send their representative to assist the BAC and answer clarifications, if any.
- j. Each and every page of the Financial Bid Form/s must be appropriately signed by the bidders or the bidder's authorized representative. The authorization should also be attached. **Failure to do so shall be a ground for the rejection of the Bid.**
- k. The BAC expects the bidders to exercise due diligence in going through the bidding documents to be able to prepare their bids intelligently.
- l. The bidders are requested to use tabs in compiling their bid documents for quick and easy identification and verification.

Please be reminded that all queries after the release of this Bid Bulletin will not be entertained.

All provisions, conditions and statements in the bidding documents inconsistent with this Bid Bulletin are either modified or rendered ineffective, as the case may be.

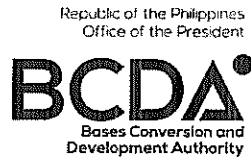
Issued on 7 March 2018.

BIDS AND AWARDS COMMITTEE FOR GOODS


AILEEN ANUNCIACION R. ZOSA
Chairperson

(Bid Bulletin No. CS 2018-001)

Page 4 of 4



CATERING SERVICES AGREEMENT

THE PUBLIC IS INFORMED:

This **Agreement** is executed between:

The **BASES CONVERSION AND DEVELOPMENT AUTHORITY**, a government instrumentality vested with corporate powers, created by virtue of Republic Act No. 7227, as amended, with office and postal address at the BCDA Corporate Center, 2/F, Bonifacio Technology Center, 31st Street, corner 2nd Avenue, Bonifacio Global City, Taguig City, represented by its President and Chief Executive Officer, **VIVENCIO B. DIZON**, hereinafter referred to as "**BCDA**";

- and -

_____, a private corporation, duly incorporated and registered under the laws of the Republic of the Philippines, with office and postal address at _____, herein represented by _____, and hereinafter referred to as the "**CONTRACTOR**";

BCDA and the **CONTRACTOR** may hereinafter be referred to collectively as "Parties" and individually as "Party".

- ANTECEDENTS -

BCDA is a government instrumentality organized and created by Republic Act No. 7227 purposely for the conversion and development of former US military bases in the Philippines into alternative productive uses, enhancing the benefits that can be derived from said properties to spur and propagate economic growth in the country.

To carry out its objectives, **BCDA** is vested with corporate powers which are exercised through its Board of Directors and certain Committees the Board has established for the effective implementation of its policies and directives.

In the conduct of its business and in the performance of its functions as such, the **BCDA** Board and its Committees undertake regular meetings which on the average consists of twenty four (24) Board Meetings, forty two (42) Committee Meetings and four (4) Board-related activities in a year. To address its requirements for the conduct of its meetings, **BCDA** intends to engage caterers for the supply and delivery of catering services.

On _____, at the public bidding held for the said purpose and after the concomitant examination, validation and verification of all eligibility, technical, and financial requirements submitted, the **CONTRACTOR** was declared as the bidder with the Lowest Calculated and Responsive Bid qualified to provide the required assistance and services to **BCDA**.

ACCORDINGLY, the parties hereby agree as follows:

Section 1. Specific Undertaking

The **CONTRACTOR** is engaged to provide Catering Services (the "Services") for BCDA Board Meetings and/or Committee Meetings and other Board-related activities.

Section 2. Scope of Services

The Services that will be provided by the **CONTRACTOR** shall consist of the following:

- a. Provision of food consisting of the following menu package:

Lunch	Snack
Steamed Rice	Sandwich or Noodle-based dish or other Filipino Merienda Dishes
Soup	Assorted Drinks
Chicken or Pork or Beef	
Fish or other Seafood	
Vegetable	
Dessert	
Assorted Drinks	

- b. Provision of food, utensils and staff during the BCDA Board Meetings, Committee Meetings, and Board-related activities, as follows:

Event	Lunch	Snack	No. of Participants
Board Meetings	24	24	20
Board Committee Meetings	42	42	18
Board-Related Activities <i>(Orientation for New Board Member/s, Meeting of BODs with other agencies, etc.)</i>	4	4	18
TOTAL	70	70	-

The number of meetings may vary depending on the requirements of the BCDA Board but shall not exceed the stated estimates in the table shown above.

The meals may not necessarily be lunch and snack combined but may be separately ordered depending on the schedule of the meeting.

- c. Provision of at least one (1) waiter in appropriate attire who is skillful in food preparation, table arrangement and serving.
- d. Setting-up of a simple buffet station at least one (1) hour before the scheduled meeting.
- e. Ensure the following:
 - (i) Buffet tables are completely set-up and prepared;
 - (ii) The quality of food to be served is maintained. Proper hygiene and sanitation is observed at all times in the preparation, handling and serving of meals;
 - (iii) The food shall be ready for serving at least one (1) hour before the appointed time; and
 - (iv) Goods and left-overs are collected and cleaned-up after each and every meeting.
- f. Provision of all other equipment necessary to perform the Services.

Section 3. Standard of Services

The **CONTRACTOR** shall fulfill its obligations under the Agreement by using its expertise and according to the best-accepted professional and industry standards. The **CONTRACTOR** shall exercise all reasonable skill, care, diligence, and prudence in the discharge of the duties agreed to be performed and shall always work in the best interest of **BCDA**. To attain these, the **CONTRACTOR** shall provide personnel with sufficient qualifications and experience to ensure the full and satisfactory accomplishment of the required Services/undertakings.

The Services shall be conducted by the **CONTRACTOR** in accordance with the instructions or directions made or to be made by the **BCDA** from time to time. The **CONTRACTOR** shall conduct regular consultation with **BCDA** in relation to the undertaking of its responsibilities under this Agreement.

Section 4. Contract Price and Manner of Payment

For Services rendered, **BCDA** shall pay the **CONTRACTOR** after each and every meeting catered the following applicable rates per participant inclusive of all applicable taxes such as value-added tax and creditable withholding tax.

Lunch (Php)	Snack (Php)
P650 / pax	P300 / pax

Section 5. Term and Effectivity

This Agreement shall take effect upon the issuance and actual receipt by the **CONTRACTOR** of the **Notice to Proceed (NTP)** and shall remain in force and effect until _____ or unless sooner terminated, or extended for compelling reasons.

Section 6. Other Accommodations

BCDA shall be responsible for providing the venue for the event and shall make proper coordination with the **CONTRACTOR** concerning other pertinent details of the event. **BCDA** shall also provide appropriate and adequate space for the **CONTRACTOR** where to hold, and prepare, the food.

Section 7. Performance Security

Before the signing of this Agreement, the **CONTRACTOR** shall post in favor of, and deliver to, the **BCDA** a Performance Security to guarantee and answer for the faithful performance of all obligations and undertakings hereunder. The Performance Security shall be in the form of cash, cashier's check or manager's check amounting to five percent (5%) of the approved budget for the Contract stated in Section 3.

The Performance Security shall comply with, and reflect, the following conditions:

- a. It shall guarantee the payment of the penalty in the event it is established that the **CONTRACTOR** is in default of its obligations under this Contract;
- b. It shall be co-terminus at least with effectivity of this Agreement including time extension granted, if any; and
- c. It shall be callable on demand.

Any amount of liquidated damages in Section 9 hereof may be charged against the performance security at the sole discretion of **BCDA**.

Section 8. Termination

BCDA may terminate this Agreement under the following circumstances:

- a. For causes attributable to the **CONTRACTOR** for failure to deliver or perform any or all of the Services within the specified period in the contract or as agreed upon between the parties; and
- b. At any time, by giving at least thirty (30) calendar days' written notice to the **CONTRACTOR**.

Section 9. Liquidated Damages

The **CONTRACTOR** obliges itself to perform and complete all Services specified in this Agreement for each and every meeting catered. Should the **CONTRACTOR** fail to satisfactorily provide and deliver the Services hereunder within the time fixed in this Agreement or as may be

Representation and Warranties

Each of the Parties warrants that they have not offered or given, and shall not offer or give to, any employee, agent or representative of either Party, any gift, favor or gratuity, with a view towards securing any business from one another, or influencing such persons with respect to the terms, conditions or performance of this Agreement.

Section 10. Settlement of Disputes

The Parties agree to resolve any dispute that may arise between them with respect to this Agreement through good faith and amicable negotiation. Should it be inevitable for the parties to go to court, the venue shall be the proper court of Makati City to the exclusion of other courts of equal jurisdiction.

Section 11. OGCC Review

This Agreement shall be subject to the review of the Office of the Government Corporate Counsel (OGCC), which review shall form part of this Agreement.

Section 12. Notices

Any notice, approval, authorization or request required or permitted to be given or made under this Agreement shall be made in writing, and shall be deemed duly given or made when it shall have been delivered by hand or sent by registered mail to the party for whom it is intended at the said party's address.

Section 13. Confidentiality

The **CONTRACTOR** shall, by itself or through its representatives, hold and maintain confidential all information which may come into its possession, or knowledge in connection with the Contract or its performance in the course of the meeting catered, and not to make use thereof other than for the purpose of the Agreement.

The **CONTRACTOR** undertakes that it shall make appropriate instructions to its employees or agents to strictly observe the confidentiality of any information acquired or obtained during the performance of the Services.

The obligation of the **CONTRACTOR** under this Section shall remain **effective** even beyond the termination of this Agreement.

Any violation of this provision by the **CONTRACTOR** shall be a ground for termination of this Agreement at the instance of **BCDA** and shall make it liable to **BCDA** for the penalty equal to ten (10) percent of the total consideration stipulated herein, without prejudice to any other course of action that **BCDA** may choose to pursue under the law.

Section 14. General Provisions

- (a) All work shall be completed in a professional manner, and if applicable, in compliance with all applicable laws.
- (b) To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform the work.
- (c) **CONTRACTOR** is an independent contractor and not an employee of **BCDA**. That being the case, the **CONTRACTOR** shall be solely responsible to comply with labor laws and social legislations, and releases **BCDA** from any and all liabilities arising from any violation thereof.
- (d) Any changes to this document must be in writing and signed by both **CONTRACTOR** and **BCDA**.
- (e) The **CONTRACTOR** may not assign this Agreement without the prior written consent from **BCDA**.
- (f) The invalidity or unenforceability of any portion or provision of this Agreement shall not affect the validity of enforceability of any other portion or provision of the Agreement.
- (g) This constitutes the entire agreement between **BCDA** and the **CONTRACTOR**, and supercedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

SIGNED ON _____ at Bonifacio Global City, Taguig City, Philippines.

BASES CONVERSION AND DEVELOPMENT AUTHORITY

CONTRACTOR

By:

By:

VIVENCIO B. DIZON
President and Chief Executive Officer

Authorized Representative

Signed in the Presence of

ELVIRA V. ESTANISLAO
Corporate Secretary

MIGNON L. GANDO
Board Secretary V

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

_____)

BEFORE ME, a Notary Public, for and in _____ City this _____, personally appeared the following:

Name	Competent Evidence of Identity	Place & Date of Issue/Expiry

both known to me to be the same persons who signed the foregoing document and acknowledged to me that their signatures prove their free acts and the entity/ies they represent.

SIGNED AND SEALED on _____ in _____.

Doc. No. _____
Page No. _____
Book No. _____
Series of 2018.