



Republic of the Philippines
Department of Education
Cordillera Administrative Region
SCHOOLS DIVISION OF BAGUIO CITY

**INVITATION FOR NEGOTIATED PROCUREMENT
TWO FAILED BIDDINGS (Bid Reference No. 001 s. 2024)**

**PROCUREMENT OF MEALS AND SNACKS WITH VENUE
FOR THE CONDUCT OF DEXECOM AND THANKSGIVING
(LOT5)**

Reference No. 009 s. 2024
Approved Budget for the Contract - ₱ 30,000.00

1. The *Department of Education, Schools Division of Baguio City* through the **General Appropriations Act (GAA)** intends to apply the sum of *Thirty Thousand Pesos Only (P 30,000.00)* being the ABC to payments under the contract for the *Procurement of Meals and Snacks with Venue for the Conduct of DEXECOM and THANKSGIVING* as follows:

Lot	Description	Quantity	ABC
Lot 5	PROCUREMENT OF MEALS AND SNACKS WITH VENUE for the Conduct of DEXECOM and Thanksgiving	30 Pax	30,000.00
	DATE: June 6, 2024 MEALS (In House Venue for Snacks (AM and PM) and Lunch) Morning and afternoon snacks 1 meal (lunch) with overflowing coffee and water		

2. The *Department of Education, Schools Division of Baguio City* now invites technically, legally, and financially capable suppliers for the above Procurement Project.
3. The Procurement procedure for this requirement is Negotiated Procurement for Two-Failed Bidding pursuant to Section 53.1 of 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

The selection of the successful offer shall be based on the best and final offer that will be submitted on the set deadline to the BAC and which would meet the minimum technical specifications required.

4. The interested bidders may obtain further information from the BAC Secretariat at the address given below from April 29, 2024 to May 6, 2024, Monday to Friday, 7:00 AM to 5:00 PM.



Address: 82 Military Cutoff Rd, Baguio, Benguet, 2600
Telephone No.: (074) 665-1231
Email Address: baguio.city@deped.gov.ph
 DepEd Tavo Baguio City  <https://depedines.com>



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5. The *Department of Education, Schools Division of Baguio City, # 82 Military Cut-Off, Baguio City* will hold a Negotiation Meeting on May 3, 2024 at 10:00 AM at the *Schools Division of Baguio City, Conference Hall*.

6. Two (2) copies of the proposals (one original and one copy) must be submitted to the BAC which must be duly receive by the BAC Secretariat through manual submission at *Department of Education, Schools Division of Baguio City, # 82 Military Cut-Off, Baguio City* on or before April 29, 2024 10:00 AM. Late submission shall not be accepted.

7. Interested bidders shall submit the following documents in sealed envelope, labeled as “Negotiated Procurement for Two-Failed Biddings”, with the title of the procurement project, name of the bidder, address, the contact details of the bidder, addressed to the BAC.

A. Eligibility and Technical Documents

Valid PhilGEPS Registration Certificate (Platinum Membership), including the Annex/es;
Statement of Bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid. For this purpose, the definition of similar contracts shall refer to Catering Services, Canteen, Restaurant, Snack Bar, Hotel, Inn, Snack Bar which shall be completed within the last five (5) years prior to the date of submission of the best and final offer.

Bid Security in any of the following form as prescribed under the 2016 IRR of RA 9184:

i. *Six Hundred Pesos Only (PhP 600.00)*, in case of cash, manager’s check, bank draft/guarantee;

ii. *One Thousand Five Hundred Pesos Only (PhP 1,500.00)*, in case of surety bond, submit also a certification issued by the Insurance Commission

iii. Bid Securing Declaration

d. Conformity with the Schedule of Requirements (Annex “A”);

e. Conformity with the Technical Specification (Annex “B”);

f. Omnibus sworn Statement (OSS) supported with Notarized Secretary’s Certificate in case of a corporation or cooperative; in case of partnership or single proprietorship, the bidder shall submit Special Power of Attorney executed by the partners or single proprietorship; whichever is applicable.

In case of Joint Venture, Special Power of Attorney shall be submitted by all members of the point venture giving full power and authority to its officers to sign the OSS and do acts to represent the Bidder.

g. If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence or duly notarized statement from all the potential venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

B. Financial Documents

h. Bid Form



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i. Price Schedule

8. The Special Conditions of the Contract (Annex "C") shall form part of the contract. Other conditions of the contract shall be governed by the implementation of the rules and regulations of RA 9184 and other related and applicable laws.

9. The Head of the Procuring Entity reserves the right to reject and all Bids, declare failure of bidding, or not award the contract in accordance with Section 41 of the 2015 Revised Implementing Rules and Regulations.

April 22, 2024

CARMEL F. MERIS
BAC Chairperson



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"Annex A"

Schedule of Requirements

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

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Lot 5	PROCUREMENT OF MEALS AND SNACKS WITH VENUE for the Conduct of DEXECOM and Thanksgiving	30 Pax	30,000.00
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“Annex B”

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>
Lot 5	<p>MEALS AND SNACKS WITH VENUE for the Conduct of DEXECOM and Thanksgiving</p> <hr/> <p>DATE: June 6, 2024</p> <hr/> <p>MEALS (In House Venue for Snacks (AM and PM) and Lunch)</p>	



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Item	Specification	Statement of Compliance
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“Annex C”

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents – The following documents shall be submitted upon delivery:</p> <ol style="list-style-type: none">1. Delivery Receipts2. Charge Invoice3. Statement of Account <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>The delivery terms applicable to this Contract are delivered <i>at Department of Education-Baguio City</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>the Program Owner and Vima Cadungog</i>.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ul style="list-style-type: none">performance or supervision of on-site assembly and/or start-up of the supplied Goods;furnishing of tools required for assembly and/or maintenance of the supplied Goods;furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and



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	<p>b. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</p>
	<p>c. The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Spare Parts –</p>
	<p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ol style="list-style-type: none">1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and2. in the event of termination of production of the spare parts:<ol style="list-style-type: none">i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; andii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested. <p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the costs thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period <i>twenty four (24) months</i>.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within one (1) month of placing the order.</p> <p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.</p>



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	<p>The packaging, marking, and documentations within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p>
	<p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity</p> <p>Name of the Supplier</p> <p>Contract Description</p>
	<p>Final Destination</p> <p>Gross weight</p> <p>Any special lifting instructions</p> <p>Any special handling instructions</p> <p>Any relevant HAZCHEM classifications</p> <p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>



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	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p>
	<p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p>
	<p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p> <p>Regular and Recurring Services – None</p>
2.2	<p><i>No partial payment</i></p>
4	<p>The inspections and tests that will be conducted shall be in accordance with the Section VII Technical Specifications. A visual comparison will be made with the approved sample for purposes of consistency in the physical appearance and color.</p>