



Republic of the Philippines
Department of Education
BIDS AND AWARDS COMMITTEE IV

SUBJECT : **BID BULLETIN NO. 1**

PROJECT : **Procurement of Catering Services (Framework Agreement) (Rebid)**

PROJECT NO. : **2024-AdmS6(001)-BIV-CB-022a**

DATE : **June 27, 2024**

This Bid Bulletin is hereby issued for the information and guidance of all prospective bidders. It shall form an integral part of the bidding documents issued earlier relative to the above project.

I. Section I. Invitation to Bid

1. Item No. 7, page 9, is hereby amended to be read as follows:

XXX

Bids must be duly received by the BAC Secretariat on or before **9:30 A.M. of July 8, 2024** at BCD Conference Room, 3rd Floor, Bonifacio Building, DepEd Complex, Meralco Ave., Pasig City.

For early submission of bids, you may submit at DepEd Procurement Management Service – BAC Secretariat Division, Room M-511, 5th Floor, Mabini Building, DepEd Complex, Meralco Avenue, Pasig City.

Late bids shall not be accepted.

XXX

2. Item No. 9, page 9, is hereby amended to be read as follows:

XXX

Bid opening shall be on **July 8, 2024, 10:00 A.M.** at BCD Conference Room, 3rd Floor, Bonifacio Building, DepEd Complex, Meralco Ave., Pasig City. Bids will be opened in the presence of the bidders' representative who choose to attend the activity.

XXX

QF



Room M-512, 5th Floor, Mabini Building
DepEd Complex, Meralco Avenue, Pasig City 1600
Telephone No.: (02) 8633-9343; 8637-8292
Email Address: depedcentral.bacsecretariat@deped.gov.ph

[Handwritten signature]

II. Section VI. Schedule of Requirements

3. Delivery Sites, page 36, is hereby amended to be read as follows:

Original Provision	Provision as Amended
<p>C. Delivery Sites</p> <p>Goods shall be delivered and inspected at the Baguio Teachers Camp. The procuring entity may execute Call-Offs requiring delivery to multiple destinations or performance at multiple locations.</p>	<p>C. Delivery Sites</p> <p>Goods shall be delivered and inspected at the Baguio Teachers Camp. The End-user may execute Call-Offs requiring delivery to multiple destinations or performance at multiple locations <u>within the camp.</u></p>

II. Section VII. Technical Specifications

1. Description of goods/services with unit cost, page 39, is hereby amended to be read as follows:

Original Provision			
MEAL PACKAGE		P1000/pax/day	STATEMENT OF COMPLIANCE (State Comply or Not Comply)
Breakfast (4 course) Meal + Drink	Rice	200.00	
	2 Choices of Viands		
	Dessert/Fruit		
	Juice/Choco/Milk		
Lunch (6 course) Meal + Drink	Rice	300.00	
	Soup		
	3 Choices of Viands		
	Dessert/Fruit		
	One bottled/canned juice		
Dinner (6 course) Meal + Drink	Rice	300.00	
	Soup		
	3 Choices of Viands		
	Dessert/Fruit		
	One bottled/canned juice		
AM & PM Snacks with drinks	Choice of snacks	200.00	
	Choice of drinks: tea/milk/juice		
With free flowing brewed coffee			

Provision as Amended			
MEAL PACKAGE		STATEMENT OF COMPLIANCE (State Comply or Not Comply)	BIDDER'S ACTUAL OFFER
Breakfast (4 course) Meal + Drink	Rice		
	2 Choices of Viands		
	Dessert/Fruit		
	Juice/Choco/Milk		
Lunch (6 course) Meal + Drink	Rice		
	Soup		
	3 Choices of Viands		
	Dessert/Fruit		
	One bottled/canned juice		
Dinner (6 course) Meal + Drink	Rice		
	Soup		
	3 Choices of Viands		
	Dessert/Fruit		
	One bottled/canned juice		
AM & PM Snacks with drinks	Choice of snacks		
	Choice of drinks: tea/milk/juice		
With free flowing brewed coffee			

In compliance with the DepEd Order No. 02, s. 2018, the breakdown of meal package i as follows: Php200.00 for breakfast; Php300.00 for lunch/dinner; and Php200.00 for AM & PM snacks.

4. Delivery of Services, page 42, is hereby amended to be read as follows:

Original Provision	Provision as Amended
<p>1. The procuring entity's contract shall be called off only for a minimum of thirty (30) participants.</p> <p>If the actual number of participants is less than the guaranteed number of participants, the Procuring Entity shall confirm the actual number of participants at least three (3) days before the scheduled activity. However, if participants exceed the guaranteed number,</p>	<p>1. The End-user contract shall be called off only for a minimum of thirty (30) participants.</p> <p>If the actual number of participants is less than the guaranteed number of participants, the End-user shall confirm the actual number of participants at least three (3) days before the scheduled activity. However, if participants exceed the guaranteed number, billing shall be made based on actual attendees.</p>

billing shall be made based on actual attendees.

2. The supplier/service provider shall ensure that the quality of food and service levels are maintained at all times. Compliance with the Food and Safety Act of 2013 and FDA Advisory No.2015-066 shall be monitored by the procuring entity.

3. The supplier shall provide aside from food, all kitchen tools and equipment, cooking utensils, dining wares, food containers, and other supplies and materials required to deliver the services. Such kitchen tools and equipment, cooking utensils, dining wares, food containers and other supplies and materials are non-toxic, safe and free from lead.

4. The supplier shall deploy its personnel as adequately required to carry out the services. The supplier shall be responsible to comply with labor and employment standards, and shall have full control and discipline of its personnel. The supplier shall ensure that their personnel are well trained, physical and mentally qualified and fit to work. Copies of personnel profile, NBI Clearance and Health Certificates shall be submitted to BTC for security reasons one week after the signing of Framework Agreement and prior to deployment. Service personnel shall be subject to searches when they leave the premises, as required.

5. Supplier shall guarantee his deliveries to be free from defects. Any defective item(s) / product(s), therefore that may be discovered by the procuring entity within the delivery period, shall be immediately

2. The supplier/service provider shall ensure that the quality of food and service levels is maintained at all times. Compliance with the Food and Safety Act of 2013 and FDA Advisory No.2015-066 shall be monitored by the **End-user**.

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5. Supplier shall guarantee his deliveries to be free from defects. Any defective item(s) / product(s), therefore that may be discovered by the **End-user** within the delivery period, shall be immediately replaced by the supplier upon verbal notice to that affect.

<p>replaced by the supplier upon verbal notice to that affect.</p> <p>6. The supplier shall not be allowed to change the selected menu in the Call-Off. For reasons of non-availability of raw materials, the Caterer may be allowed to change the menu selection provided prior notice of at least 3 days and approval of the procuring entity.</p> <p>7. The supplier shall maintain the cleanliness and orderliness of kitchen and dining areas during the event. Waste segregation shall be observed by the supplier and proper disposal of organic and inorganic materials.</p> <p>8. The supplier shall assume full responsibility for damages/illnesses suffered by guest attributed to food that was served. The procuring entity shall investigate on problems resulting from food spoilages, wastage and similar incidents.</p> <p>9. Unconsumed safe food items shall be surrendered to the Procuring Entity in-charge, provided "Left-over Food Waiver Form" will be prepared by the supplier and signed by the PE.</p>	<p>6. The supplier shall not be allowed to change the selected menu in the Call-Off. For reasons of non-availability of raw materials, the Caterer may be allowed to change the menu selection provided prior notice of at least 3 days and approval of the <u>End-user</u>.</p> <p>7. The supplier shall maintain the cleanliness and orderliness of kitchen and dining areas during the event. Waste segregation shall be observed by the supplier and proper disposal of organic and inorganic materials.</p> <p>8. The supplier shall assume full responsibility for damages/illnesses suffered by guest attributed to food that was served. The <u>End-user</u> shall investigate on problems resulting from food spoilages, wastage and similar incidents.</p> <p>9. Unconsumed safe food items shall be surrendered to the <u>End-user</u> in-charge, provided "Left-over Food Waiver Form" will be prepared by the supplier and signed by the <u>End-user</u>.</p>
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5. Scope of Work, Item No. 2, page 44, is hereby amended to be read as follows:

Original Provision	Provision as Amended
<p>3. In the event that BTC clients preferred packed meals as indicated in the call-off issued by BTC, the supplier/service provider are encourage to use paper products in packing of food.</p>	<p>3. In the event that BTC clients preferred packed meals as indicated in the call-off issued by BTC, the supplier/service provider <u>is encouraged</u> to use <u>biodegradable materials</u> in packing of food.</p>

6. Food Service Guidelines, Item No. 1, page 44, is hereby amended to be read as follows:

Original Provision	Provision as Amended
<p>1. Operating Hours</p> <ul style="list-style-type: none"> • Catering service operations (Set Menu/Packed Meal or Managed Buffet) is from Mondays to Sundays • Breakfast will be served from 6:00 a.m.to 8:00 a.m. • Lunch will be served from 12:00 noon to 1:00 p.m. • Dinner will be served from 6:00 p.m. to 8:00 p.m. • Morning Snacks will be served at 10:00 a.m. • Afternoon Snacks will be served at 3:00 p.m. 	<p>1. Operating Hours</p> <ul style="list-style-type: none"> • Catering service operations (Set Menu/Packed Meal or Managed Buffet) are from Mondays to Sundays • Breakfast will be served from 6:00 a.m.to 8:00 a.m. • Lunch will be served from <u>11:30 a.m. to 1:30 p.m.</u> • Dinner will be served from 6:00 p.m. to 8:00 p.m. • Morning Snacks will be served at 10:00 a.m. • Afternoon Snacks will be served at 3:00 p.m <p><u>In case of adjustments to schedules due to extended or altered operating hours, BTC shall make the necessary notice to the supplier/service provider.</u></p>

5. Equipment and Facilities, page 45, is hereby amended to be read as follows:

Original Provision	Provision as Amended
<p>g. The winning bidder shall maintain the premises in a clean and sanitary condition, free from obnoxious odors, disturbing noises or other nuisances.</p>	<p>g. The winning bidder shall maintain the premises in a clean and sanitary condition, free from obnoxious odors, disturbing noises or other nuisances, <u>and pests.</u></p>

6. Food Safety, Sanitation and Quality Control, Item No. 5.1, page 46, is hereby amended to be read as follows:

Original Provision	Provision as Amended
<p>5.1 The winning bidder shall ensure utmost cleanliness and proper hygiene in the preparation, handling and service of food. It shall strictly comply with all existing laws and applicable ordinances governing procurement, food safety and</p>	<p>5.1 The winning bidder shall ensure utmost cleanliness and proper hygiene in the preparation, handling and service of food. It shall strictly comply with all existing laws and applicable ordinances governing procurement, food safety and sanitation standards,</p>

<p>sanitation standards, Sanitation Code of the Philippines or PD 856, RA 3720 amended by EO 175, environmental laws such as RA 8749, RA 9003, RA 9275, among others, including DepEd DO 52, s. 2008.</p>	<p>Sanitation Code of the Philippines or PD 856, RA 3720 amended by EO 175, environmental laws such as RA 8749, RA 9003, RA 9275, among others, including DepEd DO 52, s. 2008, and <u>DO 13, s. 2017, specific to DepEd activities.</u></p>
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7. Monitoring and Clearance, Item No. 7.6, page 48, is hereby amended to be read as follows:

Original Provision
<p>7.6 The winning bidder is expected to strictly follow the herein Terms of Reference and Scope of Services, and shall be liable for any violation or infraction of the same, including those committed by its staff. Penalties shall be meted as follows:</p> <p>FIRST OFFENSE: Written notice informing them of the violation, and giving them an opportunity to explain and take corrective actions within fifteen (15) calendar days, and to warn them that a repetition of the violation will result in the imposition of a fine in the amount of TEN THOUSAND PESOS (P10,000.00), if warranted.</p> <p>SECOND OFFENSE: Imposition of TEN THOUSAND PESOS(P10,000.00) fine for every subsequent infraction, with notice of possible termination of the contract.</p> <p>THIRD OFFENSE: Termination of Contract</p> <p>Violations and infraction shall include, but shall not be limited to the following:</p> <p>(a) Failure to provide the food requirements for the subject activity of the Call-off;</p> <p>(b) Improper handling and disposal of waste products by the firm and/or their personnel;</p> <p>(c) Non-submission or non-compliance with the approved menu for the function/event/activity, unless a request to deviate from the same has been applied for and approved by BTC;</p> <p>(d) Failure to pay for the salaries, wages, allowances, overtime, compensation and benefits as may be required by law of all its personnel and staff;</p> <p>(e) Unhygienic and/or improper food handling and services</p>

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(f) Commission by any or its personnel or staff of the prohibited acts under Item 6 of this TOR.

It is agreed and understood that any incidence of food poisoning, for the first offense, shall be a ground for the termination of the contract.

Provision as Amended

7.6 The winning bidder is expected to strictly follow the herein Terms of Reference and Scope of Services, and any violation and infraction of the same, including those committed by the staff, may be a ground for the imposition of liquidated damages, termination, and/or blacklisting pursuant to IRR of RA 9184.¹

All other provisions not herein modified shall remain in full force and effect.

For your information and guidance.

FOR THE BIDS AND AWARDS COMMITTEE IV:


FRANCIS CESAR B. BRINGAS
Assistant Secretary and Chairperson 

BACSD/DeDios

¹ Appendix 17 and Annex "I" of the IRR of RA 9184