



**PAMBANSANG MUSEO NG PILIPINAS**  
**NATIONAL MUSEUM OF THE PHILIPPINES**

# **PHILIPPINE BIDDING DOCUMENTS**

**PROCUREMENT OF MEALS DURING THE CELEBRATION OF THE NMP  
ANNIVERSARY AND YEAR-END ASSESSMENT FOR CENTRAL,  
REGIONAL NMP EMPLOYEES, PRAISE AWARDEES, AND GUESTS  
ATTENDING IN NMP COMPLEX; INCLUDING FOOD CARTS ON  
AUGUST 11, 2025, AND DECEMBER 15, 2025**

**(PhilGEPS No. 12184763)**

**Government of the Republic of the Philippines**

**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.

**NMP** – National Museum of the Philippines

**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.



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**Invitation to Bid for**

**PROCUREMENT OF MEALS DURING THE CELEBRATION OF THE NMP  
ANNIVERSARY AND YEAR-END ASSESSMENT FOR CENTRAL, REGIONAL NMP  
EMPLOYEES, PRAISE AWARDEES, AND GUESTS ATTENDING IN NMP  
COMPLEX; INCLUDING FOOD CARTS ON AUGUST 11, 2025, AND DECEMBER  
15, 2025**

1. The ***National Museum of the Philippines***, under its **Continuing Fund of Fiscal Year 2024** intends to apply the sum of **One Million Two Hundred Thirty Three Thousand Pesos (PHP 1,233,000.00)** being the ABC to payments under the contract for **PROCUREMENT OF MEALS DURING THE CELEBRATION OF THE NMP ANNIVERSARY AND YEAR-END ASSESSMENT FOR CENTRAL, REGIONAL NMP EMPLOYEES, PRAISE AWARDEES, AND GUESTS ATTENDING IN NMP COMPLEX; INCLUDING FOOD CARTS ON AUGUST 11, 2025, AND DECEMBER 15, 2025**, with identification number **NMPBAC-PB-2025-07-01**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. ***The National Museum of the Philippines*** now invites bids for the above Procurement Project. Delivery of the Goods is required from **3rd quarter and 4<sup>th</sup> quarter of F.Y. 2025**. Bidders should have completed, within *five (5) years* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary *“pass/fail”* criteria as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

“Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.”
4. Prospective Bidders may obtain further information from ***National Museum of the Philippines*** and inspect the Bidding Documents at the address given below during *Mondays to Fridays, from 9:30 a.m. to 3:30 p.m.*
5. A complete set of Bidding Documents may be acquired by interested Bidders on **July 4, 2025**, 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 detailed below*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *in person*.

6. The ***National Museum of the Philippines*** will hold a Pre-Bid Conference on ***July 10, 2025, at 09:30 A.M.*** at ***2<sup>nd</sup> Floor BAC Room North Annex (Motorpool) Building*** which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, **late bids shall not be accepted.**
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on ***July 24, 2025, at 09:30 A.M.*** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. ***Schedule of Activities***

Date	Schedule of Activities
July 3, 2025	Posting / Advertisement
July 10, 2025	Pre-Bidding Conference
July 14, 2025	Deadline for submission of bidder's written queries
July 16, 2025	Issuance of Bid / Supplemental Bulletin/s, if any
July 24, 2025	Submission & Opening of Bids
July 25, 2025	Bid Evaluation
July 28-30, 2025	Post Qualification Evaluation
August 1, 2025	Issuance of Notice of Award

11. The ***National Museum of the Philippines*** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:

Atty. Joy Angela C. Agcaoili  
 Head, BAC Secretariat  
 2<sup>nd</sup> Floor, BAC Room, North Annex of the  
 National Museum of Fine Arts Building (Motorpool)  
 Padre Burgos Street, Manila 1000  
 Website: [www.nationalmuseum.gov.ph](http://www.nationalmuseum.gov.ph)  
 Tel. No. 8298-1100 Local: 1014  
 Email Address: [bac@nationalmuseum.gov.ph](mailto:bac@nationalmuseum.gov.ph)

(SGD)

**MAILEEN P. RONDAL**

Chairperson, Bids and Awards Committee  
 Goods and Services

## ***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, *National Museum of the Philippines* wishes to receive Bids for the **PROCUREMENT OF MEALS DURING THE CELEBRATION OF THE NMP ANNIVERSARY AND YEAR-END ASSESSMENT FOR CENTRAL, REGIONAL NMP EMPLOYEES, PRAISE AWARDEES, AND GUESTS ATTENDING IN NMP COMPLEX; INCLUDING FOOD CARTS ON AUGUST 11, 2025, AND DECEMBER 15, 2025**, with identification number **NMPBAC-PB-2025-07-01**.

The Procurement Project (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 **Continuing Fund of Fiscal Year 2024** in the amount of **One Million Two Hundred Thirty Three Thousand Pesos (Php 1,233,000.00)**.

2.2. The source of funding is: **Continuing Fund of Fiscal Year 2024**.

## 3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration, and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

## 4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex “I” of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

## 5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership 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.
- 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:

**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: Subcontracting is not allowed.

## **8. Pre-Bid Conference**

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address as indicated in paragraph 6 of the **IB**.

## **9. Clarification and Amendment of Bidding Documents**

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

## **10. Documents Comprising the Bid: Eligibility and Technical Components**

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **Five (5) years** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

## **11. Documents Comprising the Bid: Financial Component**

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.

- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.

## **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 the **BDS**.

## **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 tradable 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: Philippine Pesos.

## **14. Bid Security**

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until ***One Hundred Twenty (120) Calendar Days***. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

## **15. Sealing and Marking of Bids**

Each Bidder shall 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**.

## **17. Opening and Preliminary Examination of Bids**

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

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

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

## **18. Domestic Preference**

- 18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

## **19. Detailed Evaluation and Comparison of Bids**

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 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: One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

## **20. Post-Qualification**

- 20.2. 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, 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**.

## **21. Signing of the Contract**

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

## ***Section III. Bid Data Sheet***

### **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	For this purpose, contracts similar to the Project shall be: <p style="margin-left: 40px;">a. <b>Catering Services</b></p>				
7.1	<b>Subcontracting is not allowed.</b>				
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <p style="margin-left: 40px;">a. The amount of not less than <b>Twenty Four Thousand Six Hundred Sixty Thousand Pesos (PhP 24,660.00)</b> <i>[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</p> <p style="margin-left: 40px;">b. The amount of not less than <b>Sixty One Thousand Six Hundred Fifty Pesos (PhP 61,650.00)</b> <i>[five percent (5%) of ABC]</i> if bid security is in Surety Bond.</p>				
19.3	<p><i>The description of lot(s) or items are indicated below:</i></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;"><b>Procurement Project</b></th><th style="text-align: center;"><b>Approved Budget for the Contract (ABC)</b></th></tr> </thead> <tbody> <tr> <td>PROCUREMENT OF MEALS DURING THE CELEBRATION OF THE NMP ANNIVERSARY AND YEAR-END ASSESSMENT FOR CENTRAL, REGIONAL NMP EMPLOYEES, PRAISE AWARDEES, AND GUESTS ATTENDING IN NMP COMPLEX; INCLUDING FOOD CARTS ON AUGUST 11, 2025, AND DECEMBER 15, 2025</td><td style="text-align: center;"><b>PHP 1,233,000.00</b></td></tr> </tbody> </table>	<b>Procurement Project</b>	<b>Approved Budget for the Contract (ABC)</b>	PROCUREMENT OF MEALS DURING THE CELEBRATION OF THE NMP ANNIVERSARY AND YEAR-END ASSESSMENT FOR CENTRAL, REGIONAL NMP EMPLOYEES, PRAISE AWARDEES, AND GUESTS ATTENDING IN NMP COMPLEX; INCLUDING FOOD CARTS ON AUGUST 11, 2025, AND DECEMBER 15, 2025	<b>PHP 1,233,000.00</b>
<b>Procurement Project</b>	<b>Approved Budget for the Contract (ABC)</b>				
PROCUREMENT OF MEALS DURING THE CELEBRATION OF THE NMP ANNIVERSARY AND YEAR-END ASSESSMENT FOR CENTRAL, REGIONAL NMP EMPLOYEES, PRAISE AWARDEES, AND GUESTS ATTENDING IN NMP COMPLEX; INCLUDING FOOD CARTS ON AUGUST 11, 2025, AND DECEMBER 15, 2025	<b>PHP 1,233,000.00</b>				

## ***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**.

## 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 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.

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section VII (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.

#### **4. Warranty**

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

#### **5. 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><b>Delivery and Documents –</b></p> <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>to the place of destination indicated below</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> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; padding: 5px;"><i>Procurement Project:</i></td><td style="text-align: center; padding: 5px;"><i>ABC</i></td></tr> <tr> <td style="padding: 5px;"><b>PROCUREMENT OF MEALS DURING THE CELEBRATION OF THE NMP ANNIVERSARY AND YEAR-END ASSESSMENT FOR CENTRAL, REGIONAL NMP EMPLOYEES, PRAISE AWARDEES, AND GUESTS ATTENDING IN NMP COMPLEX; INCLUDING FOOD CARTS ON AUGUST 11, 2025, AND DECEMBER 15, 2025</b></td><td style="text-align: center; padding: 5px;"><b>PHP 1,233,000.00</b></td></tr> <tr> <td colspan="2" style="padding: 5px;"><i>Location: Metro Manila</i></td></tr> </table> <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 <b>JOEYSON L. DANGAN, Administrative Officer I, Public Programs and Services Division</b>.</p> <p><b>Incidental Services –</b></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> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> </ol>	<i>Procurement Project:</i>	<i>ABC</i>	<b>PROCUREMENT OF MEALS DURING THE CELEBRATION OF THE NMP ANNIVERSARY AND YEAR-END ASSESSMENT FOR CENTRAL, REGIONAL NMP EMPLOYEES, PRAISE AWARDEES, AND GUESTS ATTENDING IN NMP COMPLEX; INCLUDING FOOD CARTS ON AUGUST 11, 2025, AND DECEMBER 15, 2025</b>	<b>PHP 1,233,000.00</b>	<i>Location: Metro Manila</i>	
<i>Procurement Project:</i>	<i>ABC</i>						
<b>PROCUREMENT OF MEALS DURING THE CELEBRATION OF THE NMP ANNIVERSARY AND YEAR-END ASSESSMENT FOR CENTRAL, REGIONAL NMP EMPLOYEES, PRAISE AWARDEES, AND GUESTS ATTENDING IN NMP COMPLEX; INCLUDING FOOD CARTS ON AUGUST 11, 2025, AND DECEMBER 15, 2025</b>	<b>PHP 1,233,000.00</b>						
<i>Location: Metro Manila</i>							

	<p>d. 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</p>
<p>e. 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>f. For additional incidental service requirements indicated in the Annex "C" Terms of Reference.</p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>	<p><b>Packaging –</b></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> <p>The packaging, marking, and documentation 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  Name of the Supplier  Contract Description  Final Destination  Gross weight  Any special lifting instructions  Any special handling instructions  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><b>Transportation –</b></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> <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>
2.2	<p>The terms of payment:</p> <p>Full payment shall be processed after every event within thirty (30) days, with 100% completion and acceptance of the project, submission of the required supporting documents such as Billing Statement or Statement of Account from the Supplier/Service Provider which will be validated by the NMP Designated Inspector, as well as submission of the required documents from the end-user. <b>Please note that any taxes to be withheld by the NMP will also be deducted from the total amount indicated on the Billing Statement or Statement of Account. In addition, any bank transfer fee shall also be chargeable to the account of the Supplier/Service Provider.</b></p>
4	<p>The inspections:</p> <p><b>**Note:</b></p> <p>Kindly refer to the Terms of Reference (“Annex C”) of the project for the Inspections of Goods</p>

## ***Section VI. Schedule of Requirements***

## ***Section VI. 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.

<b>Description</b>	<b>Delivered, Weeks/Months</b>
<b>PROCUREMENT OF MEALS DURING THE CELEBRATION OF THE NMP ANNIVERSARY AND YEAR-END ASSESSMENT FOR CENTRAL, REGIONAL NMP EMPLOYEES, PRAISE AWARDEES, AND GUESTS ATTENDING IN NMP COMPLEX; INCLUDING FOOD CARTS ON AUGUST 11, 2025, AND DECEMBER 15, 2025</b>	Until December 31, 2025

\*Note: For full details of the above-mentioned project, kindly refer to the Terms of Reference (Annex C of the Bidding Documents)

## ***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.

In case of Renewal of Regular and Recurring Services, the Procuring Entity must indicate here the technical requirements for the service provider, which must include the set criteria in the conduct of its performance evaluation.

## Technical Specifications

Specifications				Statement of Compliance
NO. OF LOT	SPECIFICATIONS	NO. OF UNIT		
1	<p><b>EVENT:</b> 138<sup>th</sup> Founding Anniversary of the National Museum of the Philippines (NMP) and Employees' Day</p> <p><b>DATE:</b> August 11, 2025, Monday</p> <p><b>TIME:</b> 12:00 PM-9:00 PM</p> <p><b>VENUE:</b> National Museum of Natural History, Teodoro F. Valencia Circle, Ermita, Manila</p> <p><b>NO. OF PAX:</b> 545</p> <p><b><u>MEAL INCLUSIONS:</u></b></p> <p><b>A. FOOD CARTS (A variety of 5 to 7 options)</b></p> <ul style="list-style-type: none"> <li>• Shall be open to the guests by 12:00 PM up to 3:00 PM or until supplies last.</li> </ul> <p><i>Food cart options include, but are not limited to: Flavored and Plain French Fries/Flavored and Plain Popcorn/Hotdog on stick/Mixed balls (kwek-kwek/fishball/kikiam/squidball) /Cheese sticks/Assorted Mini Donuts/Cheesy Buttered Corn/Cotton Candy/Taho/Scramble/Three Flavors of Filipino Sorbetes/Juice/ Sago't Gulaman</i></p>	545 pax		
	<p><b>B. MANAGED DINNER BUFFET</b></p> <ul style="list-style-type: none"> <li>• Ready for serving at 6:00 PM. <ul style="list-style-type: none"> <li>a. One (1) Appetizer</li> <li>b. One (1) Hot soup</li> <li>c. One (1) Full size of steamed rice</li> <li>d. One (1) Vegetable dish/salad</li> <li>e. Three (3) Main courses (combination of fish/chicken/beef)</li> <li>f. One (1) Dessert</li> <li>g. Choice of two (2) refillable cold drinks: iced tea/juice/soda</li> </ul> </li> </ul> <p><b>NOTE: No pork shall be included in any of the dishes presented in the dinner buffet menu.</b></p>			
	<b>C. COCKTAILS – GRAZING TABLE WITH JUICE BAR STATION (NON-ALCOHOLIC DRINKS)</b>			



	<ul style="list-style-type: none"> <li>• <b>Ready for serving at 7:00 PM.</b> <ul style="list-style-type: none"> <li>a. Charcuterie options but are not limited to: assorted cold cuts/cheeses/crackers/fresh fruits/vegetables/shrimp/chips/chocolates</li> <li>b. Chicken Lollipop/Poppers/Satay with dipping sauce</li> <li>c. Choice of Mini Sandwich/Sliders (<b>No pork</b>)</li> <li>d. Vegan Spring Rolls (Fresh or Crispy) or Veggie Fritters with sauce</li> <li>e. Brownies or Mini cakes</li> <li>f. <b>Non-alcoholic drinks</b> but are not limited to: Ice-cold slush/sodas/juice/mocktails</li> </ul> </li> </ul>	<b>545 pax</b>		
	<p><b>D. COMPLIMENTARY FREE-FLOWING BREWED COFFEE AND WATER SERVICE FOR THE DURATION OF THE EVENT</b></p> <ul style="list-style-type: none"> <li>a. Includes brown sugar, creamer, cups, stirrers, and purified water (served with or without ice)</li> <li>b. <b>Available from 12:00 PM to 9:00 PM</b></li> </ul>			
	<b>TOTAL</b>			
	<p><b>EVENT: 2025 NMP Year-end Celebration</b></p> <p><b>DATE: December 15, 2025, Monday</b></p> <p><b>TIME: 8:00 AM-6:00 PM</b></p> <p><b>VENUE: National Museum of Natural History, Teodoro F. Valencia Circle, Ermita, Manila</b></p> <p><b>NO. OF PAX: 588</b></p> <p><b><u>MEAL INCLUSIONS:</u></b></p> <p><b>A. FOOD CARTS (A variety of 5 to 7 options)</b></p> <ul style="list-style-type: none"> <li>• <b>Shall be open to the guests by 10:00 AM up to 3:00 PM or until supplies last</b></li> </ul> <p><i>Food cart options include, but are not limited to: Flavored and Plain French Fries/Flavored and Plain Popcorn/Hotdog on stick/Mixed balls (kwek-kwek/fishball/kikiam/squidball)/Cheese sticks/Assorted Mini Donuts/Cheesy Buttered Corn/Cotton Candy/Taho/Scramble/Three Flavors of Filipino Sorbetes/Juice/Sago't Gulaman</i></p>	<b>588 pax</b>		
	<p><b>B. MANAGED LUNCH BUFFET</b></p> <ul style="list-style-type: none"> <li>• <b>Ready for serving at 12:00 PM.</b> <ul style="list-style-type: none"> <li>a. One (1) Appetizer</li> <li>b. One (1) Hot soup</li> <li>c. One (1) Full size of steamed rice</li> </ul> </li> </ul>			

	<p>d. One (1) vegetable dish/salad</p> <p>e. Three (3) main courses (combination of fish/chicken/beef)</p> <p>f. One (1) Dessert</p> <p>g. Choice of two (2) refillable cold drinks: iced tea/ juice/soda</p> <p><b>NOTE: No pork shall be included in any of the dishes presented in the lunch buffet menu.</b></p> <p><b>C. MANAGED PM SNACK</b></p> <p>• <b>Ready for serving at 3:00 PM.</b></p> <p>a. Choice of Pasta or Pancit, with side options including but are not limited to: clubhouse/sandwich/burger/breads</p> <p>b. Choice of one (1) Kakanin options but are not limited to: Puto/ Kutsinta/Sapin-sapin</p> <p>c. Choice of cold bottled iced tea/ juice/soda in can/ low carbonated drink</p> <p><b>NOTE: No pork shall be included in any of the menu for PM snacks.</b></p> <p><b>D. COMPLIMENTARY FREE-FLOWING BREWED COFFEE AND WATER SERVICE FOR THE DURATION OF THE EVENT</b></p> <p>a. Includes brown sugar, creamer, cups, stirrers, and purified water (served with or without ice)</p> <p>b. <b>Available from 8:00 AM to 5:00 PM</b></p>	588 pax		
	<b><i>TOTAL</i></b>			
	<b><i>GRAND TOTAL (Approved Budget for the Contract)</i></b>			

## ***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) **in accordance with Section 8.5.2 of the IRR;**

#### Technical Documents

- ☐ (b) 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**
- ☐ (c) 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**
- ☐ (d) 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**
- ☐ (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- ☐ (f) 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

- ☐ (g) 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*

- ☐ (h) 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.

## II. FINANCIAL COMPONENT ENVELOPE

- ☐ (i) Original of duly signed and accomplished Financial Bid Form; **and**
- ☐ (j) Original of duly signed and accomplished Price Schedule(s).

**Note: Submit the following requirements in a separate envelope:**

1. E-Copy of all Eligibility, Technical, and Financial components save in any storage device;
2. SEC Registration or DTI Certificate (Certified true Copy)
3. Valid Mayor's / Business Permit (Certified true Copy)
4. Tax Clearance Certificate (Certified true Copy)
5. Latest Audited Financial Statement (Certified true Copy)
6. Latest Income Tax Return (Certified true Copy)
7. Bid Bulletin, if any, and;
8. Photocopy of the *official receipt* of the Bidding Documents.

## **ANNEX “A”**

### **Packaging and Labeling Instructions**

## **PACKAGING AND LABELING INSTRUCTIONS**

### **1. Two Envelope System**

The ORIGINAL - TECHNICAL COMPONENTS requirements stated below shall be enclosed into a folder, same as with the ORIGINAL - FINANCIAL COMPONENTS requirements which will also be done in a separate folder. These two (2) folders shall be placed into separate envelope forming the TwoEnvelope System.

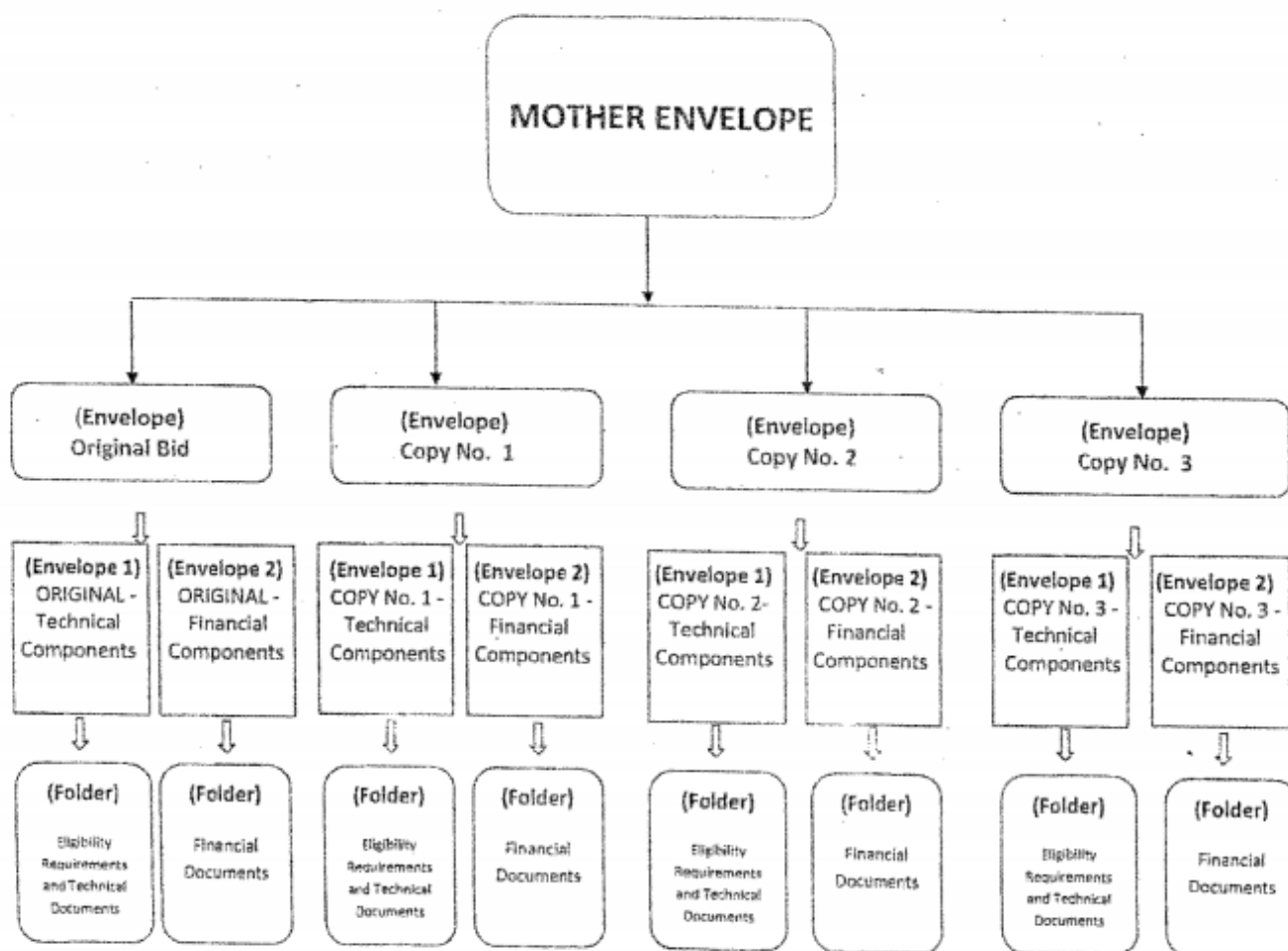
Envelope 1: Technical Components (see attached listing)

Envelope 2: Financial Components (see attached listing)

2. The First Envelope, ORIGINAL - TECHNICAL COMPONENTS and the Second Envelope, ORIGINAL - FINANCIAL COMPONENTS should be sealed in an outer envelope marked as ORIGINAL BID. Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as "COPY NO. \_\_\_\_ - TECHNICAL COMPONENT" and "COPY NO. \_\_\_\_ – FINANCIAL COMPONENT" and the outer envelope as "COPY NO. \_\_\_\_", respectively. The First and Second envelope should be produced into three (3) copies marked as Copy No. 1, Copy No. 2 and Copy No. 3.
3. All four (4) envelopes, Original, Copy No. 1, Copy No. 2 and Copy No. 3, shall be enclosed in a single envelope referred to as the Mother Envelope.
4. All documents must be marked with Ear tabs. There must be a Table of Contents indicating all the documents to be submitted per folder.
5. All envelopes should properly be sealed, signed and labelled. The folders should be labelled properly.
6. All copies must be Certified True Copy and signed

TO:	ATTY. MA. ROSENNE M. FLORES-AVILA Chairperson Bids and Awards Committee National Museum of the Philippines Padre Burgos Avenue, ermita Manila
FROM:	Name of Company Address & Telephone Number
Reference No.	
	Project Title Location
Do not Open Before: date and time of the Submission and Opening of Bids	

## PACKAGING AND LABELING INSTRUCTIONS (DIAGRAM)





## **ANNEX “B”**

### **Bidding Forms**

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

---

**BID FORM**

Date : \_\_\_\_\_

Project Identification No. : \_\_\_\_\_

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

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

If our Bid is accepted, we undertake:

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

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

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

Name and address of agent	Amount and Purpose of Commission or gratuity
---------------------------	--

_____	_____
_____	_____
_____	_____

(if none, state "None") ]

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[state the written authority]*.

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

Name: \_\_\_\_\_

Legal capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

Date: \_\_\_\_\_

**Price Schedule for Goods Offered from Within the Philippines**

***[shall be submitted with the Bid if bidder is offering goods from within the Philippines]***

**For Goods Offered from Within the Philippines**

Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_ Page \_\_\_\_ of \_\_\_\_

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

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

**Omnibus Sworn Statement (Revised)**

*[shall be submitted with the Bid]*

---

REPUBLIC OF THE PHILIPPINES )

CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

**AFFIDAVIT**

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

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

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

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

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

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

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

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

**Blacklisting:**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

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

*[If a sole proprietorship:]* The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

7. [Name of Bidder] complies with existing labor laws and standards; and
8. [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
  - a. Carefully examining all of the Bidding Documents;
  - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
  - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].

9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_ day of \_\_, 20\_\_ at \_\_\_\_\_, Philippines.

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

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

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

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

---

REPUBLIC OF THE PHILIPPINES)

CITY OF \_\_\_\_\_) S.S.

**BID SECURING DECLARATION**

**Project Identification No.: *[Insert number]***

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

I/We, the undersigned, declare that:

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

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

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

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

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



**Performance Securing Declaration (Revised)**

***[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]***

REPUBLIC OF THE PHILIPPINES)

CITY OF \_\_\_\_\_ ) S.S.

**PERFORMANCE SECURING DECLARATION**

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacture/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
  - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
    - i. Procuring Entity has no claims filed against the contract awardee;
    - ii. It has no claims for labor and materials filed against the contractor; and
    - iii. Other terms of the contract; or
  - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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

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

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

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

**Contract Agreement Form for the Procurement of Goods (Revised)**  
***[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]***

---

**CONTRACT AGREEMENT**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between [name of PROCURING ENTITY] of the Philippines (hereinafter called “the Entity”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures in specified currency]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
  - i. Philippine Bidding Documents (PBDs);
    - i. Schedule of Requirements;
    - ii. Technical Specifications;
    - iii. General and Special Conditions of Contract; and
    - iv. Supplemental or Bid Bulletins, if any
  - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted; Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
  - iii. Performance Security;
  - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
  - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**
3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.

4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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.

*[Insert Name and Signature]*  
*[Insert Signatory's Legal Capacity]*  
for:

*[Insert Procuring Entity]*

*[Insert Name and Signature]*  
*[Insert Signatory's Legal Capacity]*

for:

*[Insert Name of Supplier]*

**Acknowledgment**

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

## **ANNEX “C”**

### **Terms of Reference**

<b>TITLE:</b> Procurement of Meals during the celebration of the NMP Anniversary and Year-end Assessment for Central, Regional NMP Employees, PRAISE awardees, and Guests attending in NMP Complex; including food carts on August 11, 2025, and December 15, 2025				
<b>LOCATION:</b> National Museum of Natural History, Teodoro F. Valencia Circle, Ermita, Manila				
<b>IMPLEMENTING UNIT:</b> National Museum of the Philippines (NMP) Task Force for Employees' Day – Foundation Anniversary Celebration, and Year-End Activities 2025 (Food Committee)				
<b>DESCRIPTION:</b> Celebration of the NMP 138 <sup>th</sup> Founding Anniversary (August 11, 2025), and Year-end Assessment (December 15, 2025) for Central, On-site Regional NMP Employees, PRAISE awardees, and Guests attending in NMP Complex; including food carts				
<b>OBJECTIVE:</b> The National Museum of the Philippines (NMP) is commemorating its 138th Founding Anniversary on August 12, 2025, by honoring its significant role in recognizing, protecting, preserving, and disseminating the rich cultural and natural history of the Philippines. The milestones celebrate and honors through Employees' Day, recognizing their achievements, dedication, and invaluable contributions to public service and protecting the nation's heritage and commitment to excellence, with PRAISE Awards acknowledging their outstanding efforts. Through a positive and inclusive celebration, the year-end celebration on December 15, 2025 aims to strengthen the agency's accomplishments, culture, values, boost employees' morale, and foster a sense of appreciation for their achievements throughout the year. Following the NMP Sportsfest activities, the year-end celebration will also highlight the employees' dedication, teamwork, and excellence by presentation of Sportfest awards.				
<div style="display: flex; align-items: center;"> <div style="margin-right: 10px;"> <input type="radio"/> SCOPE OF WORK <i>(for Infrastructure Projects)</i>  <input checked="" type="radio"/> TECHNICAL SPECIFICATIONS <i>(for Goods/Services Projects)</i>  <input type="radio"/> TERMS OF REFERENCE <i>(for Consulting Services Projects)</i> </div> </div>				
<b>TECHNICAL SPECIFICATIONS:</b>				
NO. OF LOT	SPECIFICATIONS	NO. OF UNIT	UNIT COST	TOTAL COST
1	<b>EVENT:</b> 138 <sup>th</sup> Founding Anniversary of the National Museum of the Philippines (NMP) and Employees' Day  <b>DATE:</b> August 11, 2025, Monday  <b>TIME:</b> 12:00 PM-9:00 PM  <b>VENUE:</b> National Museum of Natural History, Teodoro F. Valencia Circle, Ermita, Manila  <b>NO. OF PAX:</b> 545			

	<p><b><u>MEAL INCLUSIONS:</u></b></p> <p><b>A. FOOD CARTS (A variety of 5 to 7 options)</b></p> <ul style="list-style-type: none"> <li>• Shall be open to the guests by 12:00 PM up to 3:00 PM or until supplies last.</li> </ul> <p><i>Food cart options include, but are not limited to: Flavored and Plain French Fries/Flavored and Plain Popcorn/Hotdog on stick/Mixed balls (kwek-kwek/fishball/kikiam/squidball) /Cheese sticks/Assorted Mini Donuts/Cheesy Buttered Corn/Cotton Candy/Taho/Scramble/Three Flavors of Filipino Sorbetes/Juice/ Sago't Gulaman</i></p>	545 pax		Php 50,000.00
	<p><b>B. MANAGED DINNER BUFFET</b></p> <ul style="list-style-type: none"> <li>• Ready for serving at 6:00 PM.</li> <li>a. One (1) Appetizer</li> <li>b. One (1) Hot soup</li> <li>c. One (1) Full size of steamed rice</li> <li>d. One (1) Vegetable dish/salad</li> <li>e. Three (3) Main courses (combination of fish/chicken/beef)</li> <li>f. One (1) Dessert</li> <li>g. Choice of two (2) refillable cold drinks: iced tea, juice/soda</li> </ul> <p><b>NOTE: No pork shall be included in any of the dishes presented in the dinner buffet menu.</b></p>			
	<p><b>C. COCKTAILS – GRAZING TABLE WITH JUICE BAR STATION (NON-ALCOHOLIC DRINKS)</b></p> <ul style="list-style-type: none"> <li>• Ready for serving at 7:00 PM.</li> <li>a. Charcuterie options but are not limited to: assorted cold cuts/cheeses/crackers/fresh fruits/vegetables/shrimp/chips/chocolates</li> <li>b. Chicken Lollipop/Poppers/Satay with dipping sauce</li> <li>c. Choice of Mini Sandwich/Sliders (<b>No pork</b>)</li> <li>d. Vegan Spring Rolls (Fresh or Crispy) or Veggie Fritters with sauce</li> <li>e. Brownies or Mini cakes</li> <li>f. <b>Non-alcoholic drinks</b> but are not limited to: Ice-cold slush/sodas/juice/mocktails</li> </ul>	545 pax	Php 1,000.00	Php 545,000.00
	<p><b>D. COMPLIMENTARY FREE-FLOWING BREWED COFFEE AND WATER SERVICE FOR THE DURATION OF THE EVENT</b></p> <ul style="list-style-type: none"> <li>a. Includes brown sugar, creamer, cups, stirrers, and purified water (served with or without ice)</li> </ul>			

	<b>b. Available from 12:00 PM to 9:00 PM</b>				
	<b>TOTAL</b>			<b>Php 595,000.00</b>	
	<b>EVENT: 2025 NMP Year-end Celebration</b> <b>DATE: December 15, 2025, Monday</b> <b>TIME: 8:00 AM-6:00 PM</b> <b>VENUE: National Museum of Natural History, Teodoro F. Valencia Circle, Ermita, Manila</b> <b>NO. OF PAX: 588</b>  <b><u>MEAL INCLUSIONS:</u></b> <b>A. FOOD CARTS (A variety of 5 to 7 options)</b> <ul style="list-style-type: none"> <li>• Shall be open to the guests by 10:00 AM up to 3:00 PM or until supplies last</li> </ul> <i>Food cart options include, but are not limited to: Flavored and Plain French Fries/Flavored and Plain Popcorn/Hotdog on stick/Mixed balls (kwek-kwek/fishball/kikiam/squidball)/Cheese sticks/Assorted Mini Donuts/Cheesy Buttered Corn/Cotton Candy/Taho/Scramble/Three Flavors of Filipino Sorbetes/Juice/ Sago't Gulaman</i>	588 pax		Php 50,000.00	
	<b>B. MANAGED LUNCH BUFFET</b> <ul style="list-style-type: none"> <li>• Ready for serving at 12:00 PM. <ul style="list-style-type: none"> <li>a. One (1) Appetizer</li> <li>b. One (1) Hot soup</li> <li>c. One (1) Full size of steamed rice</li> <li>d. One (1) vegetable dish/salad</li> <li>e. Three (3) main courses (combination of fish/chicken/beef)</li> <li>f. One (1) Dessert</li> <li>g. Choice of two (2) refillable cold drinks: iced tea, juice/soda</li> </ul> </li> </ul> <b>NOTE: No pork shall be included in any of the dishes presented in the lunch buffet menu.</b>				
	<b>C. MANAGED PM SNACK</b> <ul style="list-style-type: none"> <li>• Ready for serving at 3:00 PM. <ul style="list-style-type: none"> <li>a. Choice of Pasta or Pancit, with side options including but are not limited to: clubhouse/sandwich/burger/breads</li> </ul> </li> </ul>	588 pax	Php 1,000.00	Php 588,000.00	

	b. Choice of one (1) Kakanin options but are not limited to: Puto/ Kutsinta/Sapin-sapin c. Choice of cold bottled iced tea/ juice/soda in can/ low carbonated drink <b>NOTE: No pork shall be included in any of the menu for PM snacks.</b>			
	<b>D. COMPLIMENTARY FREE-FLOWING BREWED COFFEE AND WATER SERVICE FOR THE DURATION OF THE EVENT</b> a. Includes brown sugar, creamer, cups, stirrers, and purified water (served with or without ice) b. <b>Available from 8:00 AM to 5:00 PM</b>			
	<b>TOTAL</b>		<b>Php 638,000.00</b>	
<b>GRAND TOTAL (Approved Budget for the Contract)</b>			<b>Php 1,233,000.00</b>	

- ❖ The Supplier/Service Provider shall provide for both events (August 11 & December 15, 2025) an additional meal option for those who have dietary restrictions (HALAL, Vegetarians, Pork-free meals, Lactose Intolerant (Dairy-free meals), Vegan meals, and other restrictions not stated (if applicable).

#### CRITERIA FOR BID EVALUATION

The Technical Working Group (TWG) of the Bids and Awards Committee, together with members of the Food Committee and/or Program Committee for the 138th Founding Anniversary of the National Museum of the Philippines (NMP) and Employees' Day and for the 2025 NMP Year-end Celebration shall evaluate the offer of the bidder using the following criteria:

CRITERIA	PERCENTAGE
a. Offer Bid Price (Bid price/ABC)	40%
b. Food Quality (serving size, taste and menu choices)	40%
c. Presentation (setup/arrangement)	10%
d. Hygiene and Services (safety and timeliness)	10%
<b>TOTAL</b>	<b>100%</b>

A **food tasting (free of charge)** for ten to fourteen (10-14) persons shall be conducted to assess the Supplier/Service Provider's capability to adhere to the menu, food handling, food presentation, taste, staff preparation and presentation, catering equipment, and serving size during the post-qualification stage. (See Annex A).

#### RESPONSIBILITIES:

##### ➤ TERMS AND CONDITIONS:

**1. Location.** The Supplier/Service Provider must have a kitchen within 10.0 km radius or easily accessible from the venue at the National Museum of Natural History, Teodoro F. Valencia Circle, Ermita, Manila.



## **2. Cost.**

- The Supplier/Service Provider quotation must be within or lower than the Approved Budget for the Contract. Quotations exceeding the Approved Budget for the Contract shall be rejected.
- Price quotation must be valid for a period of thirty (30) calendar days from the deadline of submission.
- The proposal must include the cost per head based on a guaranteed minimum order of 545 pax and 588 pax, with an additional provision of up to 5 additional pax. The head count may be subject to change as long as it is within the approved budget, with menu set options presented.
- Actual head count may be subject to change provided that the actual date is confirmed at least five (5) days prior to the event.
- The price quotation must include the elegant buffet service, cocktail setup, complete table and chair setup, beverage bar setup, cocktail tables, with tablecloths and centerpieces, chinaware, glassware, silverware, uniformed waiters, table centerpiece, and plated service for VIPs.
- The bid price should be denominated in Philippine peso, inclusive of all taxes, duties, delivery fees, bank charges, and any surcharges.

## **3. Experience.**

- The Supplier/Service Provider must have been in continuous business operations for at least five (5) years in a very good standing.
- The Supplier/Service Provider must possess proven capability, sufficient resources, and extensive experience in catering for 500 pax and above in a single event.

## **4. Food and Services.**

- The menu should be tailored to the client's requirements, paying attention to details such as vegan alternatives and other dietary restrictions.
- The menu should offer a diverse selection of appetizers, soups, vegetables, beef, chicken, fish, vegetables, salads, fresh fruits, desserts, and drinks.
- The menu should include a well-balanced mix of dishes prepared using various cooking methods, such as grilling, steaming, and frying, offering variety in texture and flavor.
- The food should be freshly made and cooked on the day of the event.
- The food must not appear excessively greasy or too oily.
- When serving food and drinks, the waiters or food cart attendants must observe and standardize portion control, ensuring that all guests receive equal and fair servings.
- Hot meals should be served hot, and cold meals should be served cold. A **"no cooking policy"** is strictly implemented inside the museum.
- **If cooking is required, the Supplier/Service Provider may build tents outdoors for cooking activities and must bring a fire extinguisher.** Food preparation is only allowed in designated areas.
- If food will be cooked in a different location, the Supplier/Service Provider must deliver the food at least one (1) hour before the service in a sealed container to guarantee freshness and prevent spoilage.
- Food must be labeled with ingredients and any allergens on the buffet, dining, and cocktail tables, as well as the menu card at each table.

- The Supplier/Service Provider **shall set up beverage stations: juice/water stations, and for complimentary ready-to-serve, free-flowing brewed coffee.** Guests may prepare their own using the **provided cups, creamer, brown sugar, and stirrers**, ensuring a smooth self-service experience.

Food tasting

- The Supplier/Service Provider ensures optimal food quality and freshness, meals must be ready to serve thirty (30) minutes before scheduled mealtime.

- The Supplier/Service Provider must ensure that all waiters, banquet staff, and food cart attendants are properly uniformed, courteous, attentive to guests' needs, and professional at all times:

- Must assign a minimum of two (2) servers to each food cart, depending on its size and food type, to effectively attend to guests, ensure smooth service, and avoid long queues.

- A minimum of twenty-five (25) uniformed staff/waiters shall be provided to serve guests, address their requests and concerns during buffet dinner, lunch, PM Snacks, and manage cocktail services.

- Must ensure that coffee and water are readily available during the scheduled serving time.

- The Supplier/Service Provider shall ensure that all dining essentials such as table napkins, stainless steel spoons and forks, chinaware, cups, saucers, glasses etc., including food warmers, ice buckets, are clean, sanitized, sterilized, and available for guests, providing extra pieces to prevent delays or shortages.

- Waiters and food cart attendants must adhere to hygiene and safety measures, including wearing gloves, hair nets, face masks, and frequent handwashing or using of alcohol, to ensure food quality and minimize health risks. Proper uniforms and ID cards must be worn at all times.

- The Supplier/Service Provider, including food carts and food attendants, must possess a valid Sanitary and Health Permit/ Clearance issued by the city or municipal health officer to ensure compliance with health and safety regulations, and must submit along with the NMP Programs and Events Logistics Form version 2024-000 no later than seven (7) calendar days prior to the scheduled event.

- Exclusive waiters and plating service for the VIPs.

- The Supplier/Service Provider shall ensure venue cleanliness at all times, by placing a trash bin near each food cart, practicing waste segregation, providing covered garbage bins, and properly using the garbage disposal areas provided by the NMP immediately after the event.

- **Washing dishes, utensils, glasses etc. is strictly prohibited.**

#### **5. Banquet, Food Cart, Cocktail, and Grazing Table Arrangements.**

- The Supplier/Service Provider must coordinate with the end-user and conduct an ocular inspection at the venue at least one month before the event, or earlier, depending on schedule availability.

- To avoid delays, the banquet setup/arrangement of the Supplier/Service Provider at the venue should be organized one day before the scheduled event. Final setup and food preparations will resume on the event day to ensure all necessary arrangements are in place, following the project profile's schedule.

- The color, motif, design or themed setup for August 11, 2025 event should aligned with the **Theme: AWANGGAN "Limitless": A Celebration of Diverse Philippine Music & Entertainment Over the Decades** ,and for December 15, 2025, the end-user shall advise the winning Supplier/Service Provider on the color motif/design at least one (1) month before the event.

- The Supplier/Service Provider shall provide **four (4) buffet tables, five (5) bar/beverage stations, and one common coffee station**, all elegantly designed with skirting and centerpieces.
- The Supplier/Service Provider shall provide **round or long tables, or combination of both**, with complete skirting, seating **545 pax on August 11, 2025, and 588 pax on December 15, 2025**, including **1 VIP table**. Each table shall feature a centerpiece, ensuring an elegant and presented setup for the buffet dinner.
- The Supplier/Service Provider shall provide **545 pieces of Tiffany chairs and/or chairs with full seat covers on August 11, 2025, and 588 pieces on December 15, 2025.**
- The Supplier/Service Provider shall **set up cocktail/grazing tables on August 11, 2025**, complete with skirting and centerpieces, ensuring they accommodate the specified guest count while considering the venue's capacity.
- The Supplier/Service Provider must submit the final layout for the food carts, banquet, buffet, and cocktail arrangements at least three (3) weeks before the scheduled event, using the floor plan provided by the end user.
- Complete dining ware, china ware, and glassware, utensils, table napkins. However, the Supplier/Service Provider shall not hold the NMP accountable for any loss or damage used during the event thereof.
- Food warmers with gel fuel are allowed for buffet setups. **Any appliance that emits smoke is not permitted in the museum.**
- Any reheating or cooling appliance shall be provided by the Service Provider/Supplier. The use of NMP electricity for food carts, buffet, and cocktail setups requires approval from the Facilities Management Division and is limited to designated areas. The Supplier/Service Provider must provide a royal cord extension for all materials or equipment requiring connection to NMP electrical outlets. In addition, the generator sets must be provided by the Supplier/Service Provider for high-capacity electrical equipment exceeding NMP's power outlet capacity.
- To control and eliminate pest infestation, which is detrimental to the national collections, **any type of live plants and other organic ornaments are NOT ALLOWED inside the museum.** It is recommended that the Service Provider/Supplier use alternative materials for table and buffet centerpieces, subject to approval.
- Delivery carts/food carts must have rubber rollers, and tables and chairs should have rubber footing to avoid floor/tile damage.
- Use of adhesives, hooks, nails, or any material to fasten or hang anything from the walls, ceiling, or flooring is strictly prohibited.

❖ **Please note that the arrangement of the buffet tables, round and/or long tables, and cocktails tables, and tiffany chairs might be adjusted based on the venue's capacity.**

**The schedule of activities are as follows:**

SCHEDULE OF ACTIVITIES			
DATE	TIME	ACTIVITIES	VENUE
<b>138<sup>th</sup> Founding Anniversary of the National Museum of the Philippines (NMP) and Employees' Day (August 11, 2025, Monday)</b>			

Tentatively set for 3 <sup>rd</sup> -4 <sup>th</sup> weeks of June 2025 or the 1 <sup>st</sup> -2 <sup>nd</sup> week of July 2025	TO BE DETERMINED	Ocular inspection/meeting with the winning supplier/provider  <i>The ocular visit/s or meeting/s may be scheduled or adjusted as necessary, as agreed upon by the end-user (Food Committee) and winning supplier/provider.</i>	National Museum of Natural History	
August 10, 2025, Sunday	12:00 PM – 5:00 PM	INGRESS: Delivery of equipment and materials, banquet lunch buffet table and chair arrangement, and setup of cocktails and grazing table	Shell Philippines Centennial Courtyard (Upper & Lower), and Hyundai Philippines Entrance Hall (Marble Hall), National Museum of Natural History	
August 11, 2025, Monday	8:00 AM – 4:30 PM	INGRESS: Resumption of Banquet/Buffer Setup, Food carts installation, Drinking stations, Cocktails and Grazing table and Juice bar Preparation, and Delivery of Food Items and Other Materials	Shell Philippines Centennial Courtyard (Upper & Lower), Hyundai Philippines Entrance Hall (Marble Hall), and Façade, National Museum of Natural History	
	11:00 AM Onwards	Inspection of the delivered items, event setup, and food and drinks by the Food Committee, NMP Designated Inspector, and Commission on Audit (COA) Representative		
	12:00 PM – 3:00 PM (or until supplies last)	Opening of Food Carts for NMP Employees and Guests	Façade, National Museum of Natural History	
	12:00 PM – 9:00 PM	Start of self-serve free-flowing coffee and purified water for NMP Employees and Guest	Shell Philippines Centennial Courtyard (Upper), National Museum of Natural History	
	6:00 PM – 7:00 PM	Managed Dinner Buffet (All preparations must be completed by 5:30 PM and ready for serving by 5:45 PM, pending committee confirmation	Shell Philippines Centennial Courtyard (Upper), and Hyundai Philippines Entrance Hall (Marble Hall), National Museum of Natural History	

	6:00 PM – 7:00 PM	Setup and Preparation for Cocktails, Grazing table, and Juice bar station	Shell Philippines Centennial Courtyard (Lower), National Museum of Natural History	
	7:01 PM – 9:00 PM	Cocktails		
	9:01 PM – 11:01 PM	Egress	National Museum of Natural History	
<b>2025 NMP Year-end Celebration (December 15, 2025, Monday)</b>				
3 <sup>rd</sup> -4 <sup>th</sup> weeks of October 2025 or the 1 <sup>st</sup> -2 <sup>nd</sup> weeks of November 2025	TO BE DETERMINED	Ocular inspection/meeting with the winning supplier/provider  <i>The ocular visit/s or meeting/s may be scheduled or adjusted as necessary, as agreed upon by the end-user (Food Committee) and winning supplier/provider.</i>	National Museum of Natural History	
December 14, 2025, Sunday	9:00 AM – 5:00 PM	INGRESS: Delivery of Equipment and Materials, and Banquet Lunch Buffet Table and Chair Arrangement	Shell Philippines Centennial Courtyard (Upper & Lower), and Hyundai Philippines Entrance Hall (Marble Hall), National Museum of Natural History	
December 15, 2025, Monday	7:00 AM – 2:00 PM	INGRESS Resumption of Banquet/Buffer Setup, Food Carts Installation, Drinking stations, and Delivery of Food Items and Other Materials	Shell Philippines Centennial Courtyard (Upper & Lower), Hyundai Philippines Entrance Hall (Marble Hall), and Façade, National Museum of Natural History	
	8:00 AM – 5:00 PM	Start of self-serve free-flowing coffee and purified water for NMP Employees and Guest	Shell Philippines Centennial Courtyard (Upper), National Museum of Natural History	
	8:00 AM Onwards	Inspection of the delivered items, event setup, and food and drinks by the Food Committee, NMP Designated Inspector, and Commission on Audit (COA) Representative	Shell Philippines Centennial Courtyard (Upper & Lower), Hyundai Philippines Entrance Hall (Marble Hall), and Façade, National Museum of Natural History	
	10:00 AM – 2:00 PM (or	Opening of Food Carts for NMP Employees and Guests	Façade, National Museum of Natural History	

	until supplies last)			
	12:00 PM – 1:00 PM	Managed Lunch Buffet ( <i>All preparations must be completed by 11:30 AM and ready for serving by 11:45 AM, pending food committee confirmation</i> )	Shell Centennial Courtyard (Upper), & Hyundai Philippines Entrance Hall (Marble Hall), National Museum of Natural History	
	3:00 PM – 4:00 PM	PM Snacks Distribution ( <i>Must be ready for serving by 2:45 AM, pending food committee confirmation</i> )	Shell Centennial Courtyard (Upper), & Hyundai Philippines Entrance Hall (Marble Hall), National Museum of Natural History	
	6:00 PM – 9:00 PM	Egress		

#### 5. Other Conditions.

- The Supplier/Service Provider shall submit the quotation together with the menu choices.
- The Supplier/Service Provider shall provide menu proposals, and submit a catalogue/photos of previous catered events during the Post-Qualification Conference.
- The item/s shall be delivered according to the accepted offer of the bidder.
- The ocular visit or meeting may be changed as needed or agreed upon by the end-user (Food Committee) and the supplier/provider.
- The Supplier/Service provider shall designate one (1) or two (2) focal persons for all services to coordinate with the food committee, and ensure seamless service delivery from start to finish.
- Delivered items shall be inspected on the actual event date at the scheduled time by the Food Committee, NMP Designated Inspector, and the Commission on Audit (COA) Representative.
- Any leftover food shall be stored in clean, reusable containers with eco-friendly utensils and handed over to the designated end-user.
- Ensure that cling wraps, food covers, and reusable on-the-go food and drink are available when needed.
- The Supplier/Service provider shall be responsible for any accidents or damages to the venue's facilities and equipment caused by its personnel during ingress, event proper, or egress, with all costs charged to its account.
- In case of deferment of the event to a later date as instructed by the Management. The NMP may reschedule the service accordingly, provided that the rescheduling occurs at least one day before the original event commencement date.
- **In case of work suspension due to force majeure** (i.e., typhoon, earthquake, flooding), the NMP may cancel catering services **without incurring cancellation or penalty fees**, provided that:
  - Cancellation occurs at least one day before the event.

<ul style="list-style-type: none"> <li>○ Cancellation on the event day is made before 8:00 AM.</li> <li>• <b>Partial bid is not allowed.</b> The goods are grouped as a <b>single or one (1) lot</b> and <b>shall not be divided into sub-lots</b> for the purpose of bidding, evaluation, and contract award. The project will be awarded as one contract covering multiple items. <b>No subcontracting shall be allowed for any services provided by the supplier/service provider.</b></li> <li>• <b>The Supplier/Service Provider must get the end-user's approval before posting any photos of the event or setup intended for their Social Media pages.</b></li> <li>• Using a numerical scale, the Supplier/Service Provider's performance shall be evaluated after the completion of each event/project based on the product/quality of their service, pricing, timeliness, and responsiveness. A non-satisfactory rating upon completion may result in internal blacklisting within NMP due to non-performance. Satisfactory ratings shall be used in the consideration of service providers for future awards.</li> </ul>
<p><b>PROVISION OF FOOD SERVICES AND LIABILITY</b></p> <p>The Supplier/Service Provider shall ensure the high-quality, safe, and timely delivery of food services in accordance with the agreed specifications. To ensure guests safety and prevent potential risks, the preparation, storage, and serving of fresh food must strictly comply with regulatory standards.</p> <p>If foodborne illness or contamination occurs, the Supplier/Service Provider shall be held accountable for any issues regarding food quality, sanitations, supply shortages, viruses or violations of safety regulations. If negligence leads to hazards such as food poisoning or spoilage, the NMP reserves the right to file a complaint against the Supplier/Service Provider with the appropriate government agency.</p> <p>The Supplier/Service Provider shall be liable for any losses or damages resulting from negligence, non-compliance, or failure to meet contractual obligations. They shall be accountable for all resulting damages and losses, including but not limited to medical expenses and loss of income like wages or salaries.</p>
<p><b>SUBMITTALS:</b></p> <ol style="list-style-type: none"> <li>1. Quotation with list of menu choices</li> <li>2. Catalogue/photos of previous catered events</li> <li>3. NMP Programs and Events Logistics Form version 2024-000 to be submitted to the end-user no later than seven (7) calendar days before the scheduled event</li> <li>4. Delivery Receipts/Sales Invoice (upon delivery on the day of the event)</li> </ol>
<p><b>SOURCE OF FUND:</b> Task Force for the 138th NMP Founding Anniversary, Employees' Day, and Year-End Celebration (PPSD) GAA Continuing Fund FY 2024</p>

**APPROVED BUDGET FOR CONTRACT:**

The approved budget for the contract is **One Million Two Hundred Thirty-Three Thousand Pesos (Php 1,233, 000.00)** inclusive of all applicable taxes, other related fees and charges, and all requirements specified in this Project Profile. *See details below:*

<b>1. 138<sup>th</sup> Founding Anniversary of the National Museum of the Philippines (NMP), and Employees' Day</b> Date - <u>August 11, 2025</u> No. of units - <u>545 pax</u> Unit cost - <u>Php 1,000.00 per pax (For Catered Food-Managed Dinner Buffet and Cocktails)</u> Total cost (Catered Food) - <u>Five Hundred Forty-Five Thousand Pesos (Php 545, 000.00)</u> Food Carts - <u>Fifty Thousand Pesos (Php 50,000.00)</u> <b>GRAND TOTAL COST - Five Hundred Ninety Five Pesos only (Php 595,000.00)</b>	<b>2. 2025 NMP Year-end Celebration</b> Date - <u>December 15, 2025</u> No. of units - <u>588 pax</u> Unit cost - <u>Php 1,000.00 per pax (For Food-Managed Lunch Buffet and PM Snack)</u> Total cost (Catered Food) - <u>Five Hundred Eighty Thousand Pesos (Php 588, 000.00)</u> Food Carts - <u>Fifty Thousand Pesos (Php 50,000.00)</u> <b>GRAND TOTAL COST - Six Hundred Thirty Eight Thousand Pesos (Php 638,000.00)</b>
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**COMPLETION TIME: August 11, 2025 and December 15, 2025**

**TERMS OF PAYMENT:**

Full payment shall be processed after every event within thirty (30) days, with 100% completion and acceptance of the project, submission of the required supporting documents such as Billing Statement or Statement of Account from the Supplier/Service Provider which will be validated by the NMP Designated Inspector, as well as submission of the required documents from the end-user. **Please note that any taxes to be withheld by the NMP will also be deducted from the total amount indicated on the Billing Statement or Statement of Account. In addition, any bank transfer fee shall also be chargeable to the account of the Supplier/Service Provider.**

**WARRANTY:**

The Contractor shall provide Six (6) months warranty reckoned from the date of completion and acceptance. Form of warranty shall be as specified in Section 62.1 of the IRR of R.A. 9184, the Government Procurement Reform Act and its Implementing Rules and Regulations.

*"For the procurement of goods, in order to assure that manufacturing defects shall be corrected by the supplier, manufacturer, or distributor, as the case may be, for a specific time after performance of the contract, a shall be required from the contract awardee for such period of time as may be provided in the IRR, the obligation for which shall be covered by either retention money in the amount equivalent to a percentage of every progress payment, or a bank guarantee equivalent to a percentage of the total contract price, to be provided in the IRR. The said amounts shall only be released after the lapse of the warranty period, provided that the Goods supplied are free from defects and all the conditions imposed under the contract have been fully met".*



**CONTRACTOR'S ELIGIBILITY:**

The Contractor is required to submit at least **One (1) similar contract/s** awarded and completed from Y2020 up to present with an amount of at least Fifty Percent (50%) of the Approved Budget for the Contract (ABC). In addition, at least two (2) Very Satisfactory Certificates or its equivalent document from previous clients for the past five (5) years must be submitted. The Supplier/Service Provider must have no record of unsatisfactory ratings from previous clients and must not have been blacklisted within the past five (5) years.

**LIQUIDATED DAMAGES:**

When the contractor fails to satisfactorily deliver goods under the contract within the specified delivery schedule, inclusive of duly granted time extensions, if any, the contractor shall be liable for damages for the delay and shall pay the procuring entity liquidated damages, not by way of penalty, an amount equal to 1/10 of 1% of the cost of the delayed contract scheduled for every day of delay until such goods are finally delivered and accepted by the procuring entity concerned. In no case shall the sum of the liquidated damages exceed 10% of the total contract price, in which the procuring entity concerned may rescind the contract and impose appropriate sanctions over and above the liquidated damages.

**PRE-TERMINATION CLAUSE:**

The contract is effective on the date indicated in the NTP and shall remain in full force for one (1) year or until terminated by either party (NMP or Contractor) upon prior written notice by either party. The termination process shall follow the prescribed procedure under IRR-A R.A. 9184. The NMP reserves the right to pre-terminate the contract by serving written notice on the Contractor. If the Contractor does not appeal or seek reconsideration of the decision to pre-terminate within Fifteen (15) calendar days from receipt of the notice, the contract is deemed terminated. The grounds for the termination of the contract by the NMP include but are not limited to the following:

1. Violation(s) of any of the terms and conditions of the Contract;
2. Should the end user receive a report of any food, insect, or foreign object poisoning due to the service provider's negligence the contract is subject to termination.
3. Evaluation sheets will be distributed after each event to gather feedback on the service. If the service provider receives two (2) UNSATISFACTORY ratings based on the provided evaluation sheet, the end user shall notify the latter of the result.
  - One (1) unsatisfactory report serves as a warning.
  - Two (2) contract re-evaluation and or termination of the contract if reason found valid of UNSATISFACTORY rating.
4. Reported misdemeanor of service provider's staff.
5. Unapproved Changes: The service provider makes unauthorized changes to the scope of service, resulting in additional costs or delays.
6. Misrepresentation: The service provider makes false or misleading representations about their services, resulting in the client entering into the contract under false pretenses.
7. Any other act or omission by the Contractor that is detrimental or prejudicial to the interest of the NMP, its employee(s), or the public food.