



Republic of the Philippines
House of Representatives
 Quezon City

BIDS AND AWARDS COMMITTEE

***Rebidding for the Provision for the 2020
 South Lounge Food Concession, including
 Supplies, Equipment and Services (Lot 2)***
 PhilGEPS Reference No. 6866514

Bid Bulletin No. 1
 16 March 2020

Pursuant to Section 22.5 of the 2016 IRR of RA 9184, this Bid Bulletin is being issued to clarify and/or amend the following provisions of the Bidding Documents relative to the above-mentioned project.

AMENDMENTS

No.	Bidding Documents Reference	From	To
1.	Bid Data Sheet BDS / ITB Clause 21 Paragraph 2 page 41	The deadline for submission of Eligibility, Technical and Financial documents is on 19 March 2020, at 9:00 a.m.	The deadline for submission of Eligibility, Technical and Financial documents is on <u>15 April 2020 at 9:00 a.m.</u>
2.	Bid Data Sheet BDS / ITB Clause 24.1 Paragraph 2 page 41	The date and time of opening of the 1st Envelope (Eligibility and Technical Documents) is 19 March 2020, at 10:00 a.m.	The date and time of opening of the 1st Envelope (Eligibility and Technical Documents) is on <u>15 April 2020</u> , at 10:00 a.m.
3.	Invitation to Bid Paragraph 9 page 5	Food Tasting/Demonstration will be held on 23-26 March 2020 at 11:00 a.m. Place of Food Tasting/ Demonstration will be announced after the opening of the 1 st Envelope. Bidders who qualified the Food Testing/Demonstration will be notified to proceed to the next stage.	Food Tasting/Demonstration will be held on <u>4-6 May 2020</u> , at 11:00 a.m. Place of Food Tasting/ Demonstration will be announced after the opening of the 1 st Envelope. Bidders who qualified the Food Tasting/ Demonstration will be notified to proceed to the next stage.
4.	Bid Data Sheet BDS / ITB Clause 24.1 Paragraph 4 page 41	The date and time of bid opening is 6 April 2020, at 10:00 a.m.	The date and time of bid opening (2 nd Envelope – Financial Documents) is on <u>14 May 2020, at 10:00 a.m.</u>
5.	Bid Data Sheet BDS / ITB Clause 29.2	In addition to the latest income and business tax returned filed and paid through the BIR EFPS, the Bidder with the Lowest Calculated Bid (LCB) shall be required to submit the following post-qualification	In addition to the latest income and business tax returned filed and paid through the BIR EFPS, the Bidder with the Lowest Calculated Bid (LCB) shall be required to submit the following post-qualification

		<p>requirements within a non-extendible period of five (5) calendar days from its receipt of the notice from the BAC that it submitted the LCB:</p> <p>1. Menus for Food Tasting Test</p>	<p>requirements within a non-extendible period of five (5) calendar days from its receipt of the notice from the BAC that it submitted the LCB:</p> <p>1. Menus for Food Tasting / Demonstration</p> <p>During the post-qualification, the Technical Working Group (TWG) shall conduct a <i>site visit</i> at the bidder's food preparation facility and check the following:</p> <ul style="list-style-type: none"> a) Proper Waste Segregation b) Clean and dry storage facility for utensils and equipment c) Proper storage facilities for handling of perishable food items d) Proper storage for and handling of non-perishable food items e) Updated Health Certificates of Food Servers f) Adequate and potable water supply g) Proper facility maintenance and housekeeping
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6. Section VII (Technical Specifications) of the Bidding Documents is amended to reflect the revised technical parameters, as shown in Annex "A".

7. The Certification Under Oath as evidence of compliance to each specification/parameter of the Technical Specifications, is hereby amended. See revised Certification Under Oath (Annex "B").

Amendments and clarifications made in this Bid Bulletin shall be considered integral parts of the Bidding Documents. All other related provisions of the Bidding Documents that are affected by the amendments and/or clarifications in this Bid Bulletin are deemed amended accordingly.

For guidance and information of all concerned.

DR. EDGARDO H. PANGILINAN

Chairman, Bids and Awards Committee

Deputy Secretary General

Legislative Information Resources Management Dept.

By Authority of the Chairman:

ATTY. JOSE MARMOI F. SALONGA

Secretary, Bids and Awards Committee

OIC-Deputy Executive Director

Office of the Secretary General

Technical Specifications

Rebidding for the Provision for the 2020 South Lounge Food Concession, including Supplies, Equipment and Services (Lot 2)

Item	Specification	Statement of Compliance
I	OBJECTIVE Food Concessionaires, to be selected in accordance with the provisions of Republic Act No. 9184 and its Implementing Rules and Regulations, shall be allowed to	<p>Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of ITB Clause 3.1(a)(ii) and/or GCC Clause 2.1(a)(ii).</p> <p>***NOTE*** "EVERY STATEMENT OF COMPLIANCE MUST BE SUPPORTED BY EVIDENCE"</p>

	<p>operate in the South Lounge to provide meals for the House Members.</p> <p>The <i>Terms of Reference</i> shall serve as a guide for the proper evaluation of the Food Concessionaires and shall contain the conditions of the Contract to be executed between the HRep and the Food Concessionaires.</p>	
II	<p>CONTRACTING ARRANGEMENT</p> <p>The contracting of required Food Concessionaires shall only be allowed if all the following circumstances concur:</p> <ol style="list-style-type: none"> A. The Concessionaire is engaged in a distinct and independent business and undertakes to perform the scope of services, as hereunder enumerated, on its own responsibility, according to its own manner and method; B. The Concessionaire has substantial capital to carry out the required scope services on his account, manner and method, investment in the form of equipment, supplies and supervision; C. In performing the required scope of services, the Concessionaire is free from the control and/or direction of the HRep in all matters connected with the performance of the work except as to the results thereto; and D. The Service Agreement to be entered into between the HRep and the Concessionaire ensures compliance with all the rights and benefits for all the employees of the Concessionaire under the labor laws. 	
III	<p>SCOPE OF SERVICES</p> <p>A. GENERAL REQUIREMENTS</p> <ol style="list-style-type: none"> 1. The South Lounge, located at the ground floor of the South Wing of the Main Building at the HRep Complex, is an area for exclusive use of House Members during plenary session days. 2. The operation of food concession shall be subject of contracts between the HRep and the Food Concessionaire. The Food Concessionaire shall operate from 11 August 2020 to 31 December 2020 (45 session days). Session days are based on the Legislative Calendar adopted by the HRep. 3. The Inter-Parliamentary Relations and Special Affairs Bureau (IPRSAB), Inter-Parliamentary and Public Affairs Department (IPAD), shall be the <i>Proponent</i>, that shall initiate this selection and assist the Bids and Awards Committee (BAC) in 	

the selection process, and the *Implementing Unit*, which shall be tasked with the direct supervision and administration of the implementation of these Terms of Reference and the Contracts.

4. The Inspection and Acceptance Committee (IAC) for Food Concessions shall perform compliance and monitoring functions over the South Lounge, in coordination with the Implementing Unit.
5. A site facility inspection, to verify compliance with the *provisions of the Code on Sanitation of the Philippines PD No. 856* shall be conducted by the Proponent/Technical Working Group.

B. SCHEDULE OF MENU

1. The Concessionaire shall serve heavy snack buffet on plenary session days, which are held on Mondays to Wednesdays at 3:00 in the afternoon, unless different schedule is prescribed by the calendar or upon Notice by the proponent. All other buffet meals shall be served upon request by the Implementing Unit, as approved by the Chairperson of the Committee on Accounts.
2. Meals to be served shall be for 310 persons, subject to the increase or decrease depending on the need, with the corresponding amount per person inclusive of all service and tax charges.
3. The Concessionaire shall submit to the Implementing Unit, a list of menu offering with their corresponding prices and serving sizes. At least two working days prior to a session week, the Concessionaires shall submit to the Implementing Unit, categorized menu proposals from which the Implementing Unit shall select the food that will be served for said session week.

The menu shall consist of the following items:

- a. **Fresh Vegetable Salad Bar** - canned corn kernel, olives, sliced tomatoes, carrots, turnips, hard boiled eggs, cucumber, canned pineapple tidbits, parmesan cheese, croutons, Potato Salad, Russian Salad or Macaroni Salad and assorted dressing
- b. **Soup**
- c. **Main courses** – three (3) varieties: vegetable, beef, pork, chicken, fish or seafood
- d. **Fresh fruits** – papaya, watermelon, pineapple,

	<p>mango or other fruits in season</p> <p>e. Dessert – on daily rotation basis: cakes, pastries, kakanin, halo-halo</p> <p>f. Beverages – three (3) varieties: softdrinks, coffee, tea</p> <p>4. The prices of each meal shall be in accordance with the Approved Budget for the Contract and shall be inclusive of all applicable taxes and service charges. The maximum price for each meal shall be as follows:</p> <p>Heavy Snack Buffet – Php 410 per person Lunch or Dinner Buffet – Php 280 per person Breakfast/Midnight Snack Buffet–Php 200.00 per person Light Snack – Php 95 per person</p> <p>C. DEPLOYMENT OF PERSONNEL</p> <p>1. The Concessionaire shall bring to the South Lounge only food items that are pre-cooked. Food to be served shall be brought to the South Lounge at least two (2) hours before serving time. Cooking will not be allowed in the South Lounge.</p> <p>2. All personnel of the Concessionaire are required to be at the South Lounge at least four (4) hours before serving time to give lead time to clean and set-up the tablewares, utensils, gadgets, equipment and other paraphernalia that are needed in the operation of the food concession.</p> <p>3. The Concessionaire shall deploy the following minimum number of personnel:</p> <ul style="list-style-type: none"> • Two (2) on-site supervisors • Ten (10) waiters (at least) • One (1) bartender • Two to three (3) dishwashers <p>4. Personnel deployed by the Concessionaire to the HRep shall:</p> <ul style="list-style-type: none"> • Have at least six (6) months of relevant training and or work experience from a bona fide or reputable institution • Wear official uniform provided by the Concessionaire during operating hours • Have Medical Certificate issued six (6) months before <p>5. Prior to commencement of operations, the</p>	
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	<p>Concessionaire shall submit to the Implementing Unit a proposed list of personnel to be deployed at the South Lounge, attaching therewith documents showing their qualifications, health certificates, and other papers as may be required. No personnel shall be deployed until he or she has been approved by the Implementing Unit, after a thorough evaluation of the documents submitted.</p> <p>6. The Concessionaire shall replace deployed personnel when so requested by the Implementing Unit to satisfy the requirements of the HRep. The replacement personnel shall also submit the required documents.</p> <p>7. Should there be a need to replace or substitute deployed personnel for a session day or for a longer period, the Concessionaire shall seek the prior approval of the Implementing Unit. For this purpose, the documents as stated in Clause III.C.5. shall likewise be submitted and evaluated.</p>	
IV	<p>PROVISION OF SUPPLIES AND EQUIPMENT</p> <p>A. The following equipment may be brought in by the Concessionaire for reheating or cooling of food and beverages:</p> <ol style="list-style-type: none"> 1. One (1) Microwave oven 2. One (1) Oven toaster, Sandwich/Waffle Maker 3. One (1) Steamer 4. Four (4) Airpot/Percolator/Coffee Maker 5. One (1) Water dispenser 6. Ten (10) Food warmers (at least) 7. One (1) Cooler (at least 100-quart capacity) 8. One (1) Single-burner electric stove exclusive for re-heating purposes <p>B. The Concessionaire may install non-permanent fixtures or equipment necessary to its operation in the South Lounge, subject to prohibitions and upon approval by the Bids and Awards Committee, upon recommendation by the Implementing Unit, after consultation with the Engineering and Physical Facilities Department.</p> <p>C. The Concessionaire shall observe all laws, ordinances and government rules and regulations on health, sanitation, safety, fire prevention, security and control, and other matters pertinent to its operation.</p>	

V	<p>OTHER TECHNICAL PARAMETERS</p> <p>A. Food Concessionaires that will participate in the selection process must possess the following:</p> <ol style="list-style-type: none">Existing food preparation facility (catering service, restaurant or canteen) with the necessary business and sanitary permitsKey personnel to include a Chef and a NutritionistAt least one (1) covered/enclosed service vehicle for immediate food deliveryCapable of preparing Filipino and international cuisine (e.g. Chinese, Italian, Japanese, American, etc.) <p>B. <i>Eligible bidders shall be subjected to food tasting and nutrition test, to be attended by House Members to include at least one (1) Muslim House Member, Secretariat Officials, Technical Working Group, Inter-Parliamentary Relations and Special Affairs Bureau (IPRSAB) and House of Representatives (HRep) Nutritionist.</i></p> <p><i>Eligible bidders shall prepare meals for at least thirty (30) person and shall be rated in accordance with the following criteria:</i></p> <table><tr><td colspan="2">• Taste and Quality (50%)</td></tr><tr><td>House Members</td><td>30%</td></tr><tr><td>Secretariat Officials and TWG</td><td>20%</td></tr><tr><td colspan="2">• Quantity and Presentation (25%)</td></tr><tr><td>IPRSAB</td><td>25%</td></tr><tr><td colspan="2">• Nutrition (25%)</td></tr><tr><td>HRep Nutritionist</td><td>25%</td></tr><tr><td colspan="2"><hr/></td></tr><tr><td colspan="2">100%</td></tr></table> <p>A minimum score of 90% and full compliance with the minimum requirements stated in Clause V.A. shall be basis for the award of the <i>Contract</i> of the winning bidder.</p>	• Taste and Quality (50%)		House Members	30%	Secretariat Officials and TWG	20%	• Quantity and Presentation (25%)		IPRSAB	25%	• Nutrition (25%)		HRep Nutritionist	25%	<hr/>		100%		
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100%																				
VI	<p>OTHER RESPONSIBILITIES</p> <p>A. The Concessionaire shall be responsible for practicing proper waste management system to include the segregation of biodegradable and non-biodegradable waste and the disposal of garbage outside the premises of the HRep.</p>																			

	B. Upon the expiration of the contract, and at any time, when so required by the House of Representatives, the Concessionaire shall remove all installed equipment without defacing or damaging the South Lounge premises and facilities.	
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EVIDENCE OF COMPLIANCE

Every statement of compliance to the required specifications/parameters must be supported by the prescribed Certification Under Oath form.

Name of Company

Signature Over Printed Name of
Authorized Representative

Date

Bidder's Letterhead

CERTIFICATION UNDER OATH**To Whom It May Concern:**

This is to certify under oath that (state complete name of Bidder and address) complies with the parameters specified in the Technical Specifications for the *Provision for the 2020 South Lounge Food Concession, including Supplies, Equipment and Services (Lot 2)*, as follows:

Specification/Parameters	Attachments
I. Objective	No attachment Required
II. Contracting Arrangement Items A to D	No attachment Required
III. Scope of Services A. General Requirements – Items 1 to 5 B. Schedule of Menu Items 1 and 2 Item 3 Item 4 C. Deployment of Personnel Items 1 and 2 Item 3, 4 and 5 - Min. No. of Personnel & Deployment Item 6 and 7	No attachment Required No attachment Required Curriculum Vitae of Supervisors Photo of Employee in Uniform
IV. Provision of Supplies and Equipment A. Equipment B. Food Tasting Test C. Nutrition Test	Photos of Equipment
V. Other Technical Parameters A. 1 – Food Preparation Facility A. 2 – Key Personnel A. 3 – Motor Vehicle A. 4 – Filipino and International Cuisine	Sanitary Permit Location Map and Photos of the Food Facility Curriculum Vitae of Chef and Nutritionist Photo and Registration of Motor Vehicle Complete Menu
VI. Other Responsibilities Items A and B	No attachment Required

Should the HRep Bids and Awards Committee (BAC) discover during post-qualification any misrepresentation on the part of the (state complete name of bidder) on its statements of compliance to the foregoing parameters, the same shall be a ground for outright

post-disqualification. Any such misrepresentation that is uncovered after the post-qualification stage shall disqualify (state complete name of bidder) from obtaining an award of contract or cause the termination of contract for unlawful acts.

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

Affiant

SUBSCRIBED AND SWORN to before me, this ____ day of _____ at _____, Philippines, by affiant, who presented to me a competent evidence of identity as defined in the 2004 Rules on Notarial Practice (AM No. 02-8-13-SC, as amended), consisting of (indicate type of government identification card presented as proof of competent identity), with his photograph and signature appearing therein, with No. _____ and validity period until _____.

Witness my hand and seal.

NOTARY PUBLIC

Doc. No. ____;
Page No. ____;
Book No. ____;
Series of ____.

Note: Failure to indicate the required competent proof of identity in the jurat is a ground for disqualification.