

4. Price must be inclusive of VAT and must be valid for Sixty (60) calendar days upon submission of proposal/quotation.
5. Award of Contract shall be made to the lowest calculated and responsive quotation which complies with the minimum technical specifications and other terms and conditions stated herein.
6. Refusal to sign and accept the Award or enter into contract without justifiable reason, maybe a ground for imposition of administrative sanctions under Rule XXIII of the Revised IRR of RA 9184.
7. Open proposal/quotation may be submitted at Procurement Management Section-Property and Supply Management Division (PrMS-PSMD), Basement, DENR-Main Building and/or thru e-mail address ampbac.co@denr.gov.ph & ajbvillarama@denr.gov.ph and/or fax number (02) 8926-2675. For further inquiries, you may coordinate with Ms. Dianne G. Ibias/Mr. Lamberto S. Ramos at the same contact details.
8. If thru email, kindly indicate in the subject **ATTENTION: ANN JOANNA B. VILLARAMA-RFQ-2024-020.**
9. DENR reserves the right to reject any and all proposals, declare failure, or not award the contract at any time in accordance with Section 41 of RA 9184 and its IRR without thereby incurring liability to the affected supplier.



DIANNE G. IBIAS
Chief, Procurement Mgt. Section
Property & Supply Management Division

TECHNICAL PROPOSAL FORM

TERMS OF REFERENCE



Republic of the Philippines
 Department of Environment and Natural Resources
 Visayas Avenue, Diliman Quezon City, 1100
 Tel. Nos. (632) 929-6620 k. (632) 929-6252
 929-6620 k. 929-6633 to 35

TERMS OF REFERENCE
 As of 10 May 2024

CATERING SERVICES

I. Approved Budget for the Contract

The total ABC for the contract is **PhP 693,000.00** inclusive of all applicable government taxes and service charges.

II. Technical Specifications

Different catering items required by the BAC and TWG during meetings are as follows:

1. Breakfast, packed and/or plated/assisted buffet
2. Morning Snack, packed and plated/assisted buffet
3. Lunch, packed and plated/assisted buffet
4. Afternoon Snack, packed and plated/assisted buffet
5. Dinner, packed and plated/assisted buffet
6. Package 1: Morning Snack, Lunch and Afternoon Snack, packed and plated/assisted buffet
7. Package 2: Morning and Afternoon Snack, Lunch and Dinner, packed and plated/assisted buffet
8. Package 3: Morning Snack and Lunch or Lunch and Afternoon Snack, packed and plated/assisted buffet

The quantity and approved budget for the contract for each catering items are as follows:

No.	Particulars	Amount per pax*
1	Lunch	350.00
2	PM/AM Snack	150.00

- additional 10% Service Charge shall be included for orders above twenty (20) pax.

No.	Particulars	Estimated No. of Meetings per Month	Estimated pax per Meeting	Unit Cost	Total Cost
1	Lunch	12	35	350.00	147,000.00
2	PM Snack	12	35	150.00	63,000.00
				10 % Service Charge	21,000.00
				Total per Month	231,000.00
				Total for 3 months	693,000.00

*Memorandum No. 2023-267 dated 31 March 2023

*Estimated Meeting per month and per pax is based on the previous year and based on the deadline of procurement

III. Minimum Requirements for Bidders

1. The Service Provider must be in the catering/restaurant/food business for the last (3) years.
2. The Service Provider is an existing caterer of DENR for at least two (2) years and has a business address or restaurant within two (2) kilometer radius of the main gate of DENR.
3. The Service Provider must use eco-friendly packaging materials.
4. The Service Provider must have Sanitary and Health Permits/Clearances. Furthermore, all food handlers, waiters and other personnel of the Service Provider must have their personal medical clearance and health permits obtained from the DENR Health Service of any Government-accredited health service facility, clinic or hospital.

TECHNICAL PROPOSAL FORMTERMS OF REFERENCE

IV. Conditions of the Contract

1. The services of the contract are for the period of three (3) months, which shall commence upon receipt of the Notice to Proceed.
2. Delivery of food must be on time based on the given Order Slip two (2) days prior the scheduled Meeting.

V. Terms of Payment

1. Payment shall be made on a weekly/monthly basis for three (3) months, subject to submission of billing statement and other supporting documents by the Service Provider and subject to the issuance of DENR-CO Certificate of Acceptance for the rendered/delivered services per week.

VI. Implementation and Termination of Catering Services Contract

1. The Service Provider hereby warrants that the goods subject of the Contract are free from latent defects and spoilage. The Service Provider shall ensure that the quality of food, either raw, processed or cooked complies with established sanitation standards.
2. DENR reserves the right to suspend/cancel delivery of the items covered by herein order in the event of strikes, accidents or other contingencies beyond control.
3. The Service Provider agrees and obligates to finally and unconditionally abide by the decisions of DENR on the interpretation or construction of any term, condition or stipulation contained in the Contract.
4. Service Provider's failure to deliver specified goods when due will authorize DENR to impose penalty equivalent to the maximum liquidated damages of 10% of the Contract which shall be deductible from any money which may become due to Service Provider, or to recover from Service Provider's performance bond filed under this contract, if there is any.
5. In case of breach or violation by the Service Provider of any provision of this Agreement, the Service Provider shall pay DENR, by way of liquidated damages the sum equivalent to 10% of the total Contract Price. It is understood that the damages herein provided are fixed, agreed and liquidated damages, and that to be entitled to such damages, the DENR shall not be required to prove that it has incurred actual damages.

Prepared by:



DIANNE G. IBAS
Chief, PrMS/PSMD

Approved by:



ENGR. GILBERT C. MONDROY
Chief, Property and Supply Management Division

PLEASE USE THIS FORM. DO NOT RETYPE OR ALTER

Project Requirements/Terms and Conditions:

- 1) **Delivery/completion period:** within **fifteen (15) calendar days** from date of conformance to PO/Contract.
- 2) **Delivery Site:** Supply Management Section, Basement, DENR Main Building, Visayas Ave., Diliman, Quezon City
- 3) **Price quotation/s,** to be denominated in Philippine Peso shall include all taxes, duties and/or levies payable subjected to deduction of applicable Government Tax
- 4) **DENR shall have the right to inspect and/or to test the goods to confirm their conformity to the technical specifications.**
- 5) **Replacement of Defective Items:** Within **ten (10) Calendar Days** upon receipt of Notice of Defects from DENR.
- 6) **Warranty:** Three (3) months in case of Expendable Supplies and One (1) Year in the case of Non-expendable Supplies from issuance of Certificate of Inspection and Acceptance. Warranty Certificate must be submitted during delivery.
- 7) **Amendment to Order** may be issued subject to the conditions set forth under Annex D of the 2016 Revised IRR of RA 9184.
- 8) **Payment** shall be made in accordance with the Government Terms
- 9) **Liquidated Damages (LD)** equivalent to one tenth of one percent (0.1%) of the value of contract not delivered within the prescribed period shall be imposed per day of delay. The DENR may rescind the Contract once the cumulative amount of LD reaches 10% of the amount of the Contract, without prejudice to other courses of action and remedies open to it.
- 10) **Bidder has no overdue deliveries or unperformed services intended for DENR-CO.**

**FINANCIAL QUOTATION FORM
(PRICE MUST BE VAT INCLUSIVE)**

Item No.	DESCRIPTION	QTY/ UNIT	ABC PRICE (P)	TOTAL BIDDER'S PRICE QUOTATION (P)
1	Catering Services for various Bids and Awards Committee (BAC), Technical Working Group and Other related Meetings covering three (3) months	1 lot	693,000.00	

BIDDER'S UNDERTAKING

I/We, the undersigned Supplier, after having examined the Technical Specifications/ Project Requirements, hereby OFFER to supply/deliver/perform the above described items.

I/We undertake, if our proposal is accepted, to deliver the items/services in accordance with the terms and conditions contained in the Request for Quotation.

Until a formal Contract is prepared and signed, this quotation is binding on us.

NAME OF COMPANY (IN PRINT)

SIGNATURE OVER PRINTED NAME OF THE AUTHORIZED REPRESENTATIVE

ADDRESS:

Designation:

Date:

Email Address:

Telefax No.:

Mobile Number:

