

Description / Technical Specifications	Qty	Statement of compliance in the Terms of Reference
<i>Meals for the Occupational Safety and Health Orientation and Internal Audit Training (Batch 1) x 2 days (AM SNACK, LUNCH, PM SNACK)</i> <i>(Batch 2) x 2days (AM SNACK, LUNCH, PM SNACK)</i>	130 pax 130 pax	



DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
KAGAWARAN NG KAPALIGIRAN AT LIKAS NA YAMAN



TERMS OF REFERENCE

CATERING SERVICES

I. Approved Budget for the Contract

The total ABC for the contract is **Php 338,000.00** inclusive of all applicable government taxes and service charges.

II. Technical Specifications

Items required by the Office of the Assistant Secretary for Human Resource, Strategic Communication and Sectoral Initiatives during the Occupational Safety and Health Orientation and Internal Audit Training on August 12 – 13 and September 3 – 4, 2024 are as follows:

1. AM Snack
2. Lunch
3. PM Snack
4. Bamboo Spoon and Fork
5. Other necessary items that can be used to serve/distribute food.

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

	Particulars	No. of Days	Unit Cost	No. of Pax	Total Cost
Orientation Batch 1	AM Snack, LUNCH, PM Snack	2	Php 650.00	130	Php 169,000.00
Orientation Batch 2	AM Snack, LUNCH, PM Snack	2	Php 650.00	130	Php 169,000.00
Total					Php 338,000.00

III. Minimum Requirements for Bidders

1. The Service Provider must be in the catering/restaurant/food business for at least Six (6) Months.
2. The Service Provider must use eco-friendly packaging materials.

IV. Conditions of the Contract

1. The services of the contract are for the period of six (4) days.

2. Delivery of food must be on time based on the given Order Slip two (2) days prior the scheduled event.

V. Terms of Payment

1. Payment shall be processed 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.
2. In the event that there is a need for additional order, it will be processed through different Purchase Request (PR) and Statement of Account (SOA).

VI. Implementation and Termination of Catering Service 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 item, 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 is has incurred actual damages

Approved by:



HIRO V. MASUDA, DBA, CESO III

Assistant Secretary for Human Resource,
Strategic Communications and Sectoral
Initiatives

Project Requirements/Terms and Conditions:

1. **Delivery/completion** period: as per attached Terms of Reference
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	TOTAL ABC (P)		BIDDER'S TOTAL PRICE QUOTATION (P)	
				Unit Cost	Total	Unit Cost	Total
	<i>Meals for the Occupational Safety and Health Orientation and Internal Audit Training (Batch 1) x 2 days (AM SNACK, LUNCH, PM SNACK)</i>	130	Pax	650.00	169,000.00		
	<i>(Batch 2) x 2days (AM SNACK, LUNCH, PM SNACK)</i>	130	pax	650.00	169,000.00		
TOTAL				338,000.00			

Note: Financial offer must not exceed the ABC of per line items.

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 PO/ 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: _____