



REQUEST FOR PROPOSAL

PROVISION OF CANTEEN CONCESSIONAIRE SERVICES AND OPERATION OF THE PROCUREMENT SERVICE-DEPARTMENT OF BUDGET AND MANAGEMENT (PS-DBM) CANTEEN

Reference Number: NRA-001-2023

Sir/Madam:

The PS-DBM for the hereunder project, invites all interested concessionaires to submit their proposals, subject to the terms and conditions stated in the Terms of Reference (TOR):

Accomplish and submit all forms attached (Annex A, B, C, D, E, F, G, AND I).

NAME OF PROJECT	Provision of Canteen Concessionaire Services and Operation of the Procurement Service-Department of Budget and Management (PS-DBM) for Two (2) Years
LOCATION	Procurement Service, Conference Room, PS Complex, RR Road, Cristobal St., Paco, Manila
DEADLINE OF SUBMISSION OF OPENING OF PROPOSALS	November 30, 2023; 10:00 AM
TASTE TEST AND PRESENTATION*	Prospective concessionaires shall prepare meals which shall be good for at least 10 pax.

**Eligible concessionaires will be issued a notice/invitation stating the exact date and time of the taste test and presentation.*

The Internal Bids and Awards Committee will hold a Preliminary Conference on **28 November 2023, 10:00 AM** at PS Complex, Cristobal St., Paco, Manila, which shall be open to all prospective concessionaires.

For questions and/or clarifications, prospective concessionaires may contact the GSD Secretariat at gsdsecretariat@ps-philgeps.gov.ph.

The proposal duly signed by you or your duly authorized representative, accompanied by required forms, shall be submitted not later than **November 30, 2023; 10:00 AM** at the address indicated below:

MS. MILDRED P. LOZANO
Secretariat, Internal BAC
1st Floor, PS Complex
Procurement Service-PhilGEPS
Cristobal Street, Paco, Manila

Proposals and other documents required may be sent electronically to internal-bacsec@ps-philgeps.gov.ph electronically submitted proposals and documents must be submitted on or before the deadline of submission as stated in this RFQ/Proposal.

Late submission of quotations shall not be accepted and considered.

SGD.
ENGR. JAIME M. NAVARRETE, JR.
Chairperson, iBAC

The following documents **shall be submitted** during submission of offers:

1. PhilGEPS Registration Number (www.philgeps.gov.ph)
2. 2023 Business/Mayor's permit
3. 2023 Sanitary Permit
4. SEC/DTI/CDA Registration Certificate
5. BIR Tax Clearance
6. List of Previous Clients (Annex "A")
7. Technical Compliance (Annex "B")
8. Sample Menu (Annex "C")
9. List of Equipment and Materials Pledged for the PS-DBM Canteen (Annex "D")
10. List of Personnel and Designation (Annex "E")
11. Financial Proposal Form (Annex "F")
12. Affidavit (Annex "G")
13. Omnibus Sworn Statement (Annex "I")

Please supply the following information for purposes of evaluation:

Requirement	Control Number	Other Necessary Details
1. Mayor's Permit for the Year 2021	Permit No:	Expiration Date:
2. PhilGEPS Registration <i>Please check the type of registration:</i> <input type="checkbox"/> Red Registration	Registration No:	Expiration of Platinum Membership :
3. Sanitary Permit	Date of Filing:	Expiration Date:
4. SEC/DTI/CDA Registration Certificate	Date of Filing:	Reference Number:
5. BIR Tax Clearance	Date of Filing:	Date Stamped Received by the BIR:
6. Accomplished Omnibus Sworn Statement (Attached)	Name of Authorized Representative:	Attached Form of Authorization: <input type="checkbox"/> For Corporations or Joint Ventures Secretary's Certificate or Board Resolution <input type="checkbox"/> For Sole Proprietorship: Special Power of Attorney <input type="checkbox"/> For Partnership: Partnership Resolution

List of Previous Clients

Name of concessionaire: _____

Business address: _____

Client Name	Contract Duration	Contact Person	Address	Telephone no/s.	Role (concessionaire / operator / caterer)	Capacity (in pax)

Submitted by:

(Printed Name & Signature)

Designation:

Date:

Instruction: State all clients for the last two (2) years together with the requirements stated above.

TECHNICAL COMPLIANCE

REQUIREMENT	COMPLIANCE
<p>1. The Concessionaire shall submit a sample menu which shall cover breakfast, lunch, and snacks from Mondays to Fridays for at least one (1) month.</p> <p>BREAKFAST</p> <ul style="list-style-type: none">● Breakfast shall be served from 6:00 AM to 10:00 AM.● The breakfast set shall consist of the following:<ul style="list-style-type: none">i. one (1) cup of rice/ fried rice;ii. one (1) main dish;iii. one (1) egg (boiled/ sunny side up/ scrambled); andiv. one (1) cup of coffee/ milk/ chocolate/ tea.● There must be at least three (3) different types of main dish to choose from; it shall include, but not limited to any of the following: one (1) piece of big longganisa, hotdog, tapa, meat loaf, noodles and pasta, and the like.● Each set shall have a maximum price of one hundred pesos (₱100.00);● Ala carte serving of main dish shall have a maximum price of seventy pesos (₱70.00)● The price of extra rice should be maximum of fifteen pesos (₱15.00) <p>LUNCH</p> <ul style="list-style-type: none">● Lunch shall be served from 11:00 AM to 1:30 PM.● The budget meal shall consist of:<ul style="list-style-type: none">i. free soup;ii. one (1) cup of rice;iii. one (1) main dish (pork, beef,	

chicken, seafood or fish); and

iv. One (1) serving of vegetables.

- There shall be at least two (2) other available options for the main dish of the budget meal.
- In addition, there shall be at least five (5) ala carte servings of any of the following: pork, beef, chicken, fish, seafood, and vegetable dishes.
- The price of budget meal shall not exceed one hundred pesos (₱100.00);
- The price of extra rice shall not exceed fifteen pesos (₱15.00)
- Ala carte serving of beef or seafood shall have a maximum price of seventy pesos (₱70.00);
- Ala carte serving of pork or chicken shall have a maximum price of seventy pesos (₱70.00);
- Ala carte serving of fish or vegetable shall have a maximum price of fifty pesos (₱50.00);

SNACKS

- The snacks shall be:
 - a. Pasta dishes with a maximum price of seventy pesos (₱70.00);
 - b. Sandwiches and other snacks shall be priced at a maximum of sixty pesos (₱60.00); or
 - c. Fruits shall be priced at a maximum of forty pesos (₱40.00);
 - Aside from the snacks listed above, the concessionaire shall have ready-to-eat snacks (e.g. chips, crackers, chocolate bars, drinks, coffee, juices etc.) which shall be made available during service hours.
2. In consideration of prevailing price of goods and services, prices of meals and beverages may be adjusted by the AFG Director, *motu proprio* or upon the request of the Concessionaire.

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|---|--|
| <p>3. The above meals shall comply with the following serving sizes:</p> <ul style="list-style-type: none">i. Serving size of pork, beef, chicken, fish, seafood, vegetable shall be at least one hundred thirty (130) grams;ii. Serving size of rice shall be at least one (1) cup equivalent to one hundred seventy-five (175) grams; <p>3. The concessionaire shall operate from Monday to Friday, between 6:00AM until 5:00PM (or Saturdays upon request of the AFG Director). Dinner may also be served upon request of the AFG Director.</p> <p>4. The concessionaire shall be responsible for the physical arrangement of the canteen as well as provision of minimum equipment and other materials:</p> <ul style="list-style-type: none">a. Minimum equipment:<ul style="list-style-type: none">i. Refrigerator/ freezer;ii. Microwave Oven;iii. Oven toaster (big);iv. Hot food display unitv. Water dispenser with hot and cold options;vi. Utensils sterilizer;vii. Condiments counter;viii. Tray holder; andix. Dining tables and chairs.b. Minimum kitchen utensils:<ul style="list-style-type: none">i. 150 sets of stainless spoons and forks;ii. 150 pieces of dining plates;iii. 150 pieces of medium-sized plates;iv. 150 pieces of soup bowls;v. 150 pieces of condiments plates;vi. 150 pieces of drinking glasses; | |
|---|--|

- vii. 150 sets of cups and saucers;
- viii. 150 pieces of teaspoons;
- ix. 150 pieces of steak knives; and
- x. 50 pieces of trays.

c. The foregoing is without prejudice to other equipment and kitchen utensils that may be required from the Concessionaire during the implementation of the contract. However, no additional electrical equipment shall be introduced by the Concessionaire without prior approval from the AFG Director.

6. No cooking shall be allowed at the premises of the PS-DBM Canteen. Any food preparation and cooking must be done in the designated area. The food shall be available fifteen (15) minutes before the set time.

7. All personnel of the Concessionaire to be assigned at the PS-DBM Canteen shall have a Health Certificate issued by the Sanitation Division of the Manila Health Department and must wear the following:

- i. Identification Card issued by the PS-DBM;
- ii. Proper attire;
- iii. Hairnet;
- iv. Apron; and
- v. Appropriate footwear (closed shoes)

8. The concessionaire shall use the property with diligence of a good father of a family. Damage to any property of the PS-DBM due to the fault of the Concessionaire or any of his personnel shall be repaired within a reasonable time at its own expense. In case the Concessionaire is not able to repair the damage within fifteen (15) calendar days, the same may be repaired by the PS-DBM at

the expense of the Concessionaire.

9. The Concessionaire is not allowed to subcontract his right to operate and manage the PS-DBM Canteen.

10. The Concessionaire must post the price of their menu.

11. The Concessionaire must post all necessary valid permits as required.

12. In case the Concessionaire decides to unilaterally terminate the contract within the minimum six (6) months without any valid reason, the PS-DBM shall impose appropriate legal sanction against the Concessionaire subject to existing terms and conditions.

13. Provision of equipment, such as additional electrical appliances other than those contemplated above, shall be subject to prior approval of the AFG.

Name of Canteen Concessionaire: _____

Signature over printed name of Authorized Representative: _____

Date: _____

SAMPLE MENU

Week 1	Breakfast	Lunch	Morning and Afternoon Snacks
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			

Week 2	Breakfast	Lunch	Morning and Afternoon Snacks
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			

Week 3	Breakfast	Lunch	Morning and Afternoon Snacks
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			

Week 4	Breakfast	Lunch	Morning and Afternoon Snacks
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			

**Concessionaires are encouraged to use this form for the sample menu*

**PROSPECTIVE BIDDER'S LIST OF EQUIPMENT AND MATERIALS PLEDGED FOR
THE PS-DBM CANTEEN**

1.
2.
3.
4.
5.
6.
7.
8.
9.
10.
11.
12.
13.
14.
15.

LIST OF PERSONNEL AND DESIGNATION

NO.	NAME OF PERSONNEL	DESIGNATION
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Financial Proposal Form

Date: _____

ENGR. JAIME M. NAVARRETE, JR.
Chairperson, Internal Bids and Awards Committee
2/F PS-DBM Complex
Cristobal Street, Paco, Manila

Sir:

Having examined the Terms of Reference, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Provide Canteen Concessionaire Services and Operate PS-DBM Canteen for two (2) years in conformity with the said terms of reference for the prices stated hereunder.

Meals	Serving	Bid Offer
BREAKFAST		
Ala Carte Serving (Main Dish/Pasta and Noodles)	One (1) serving	
Price in words:		
Breakfast meal	One (1) Set	
Price in words:		
LUNCH		
Budget meal	One (1) Set	
Price in words:		
Ala Carte Serving (Beef and Seafood)	One (1) serving	
Price in words:		
Ala Carte Serving (Pork and Chicken)	One (1) serving	
Price in words:		
Ala Carte Serving (Vegetable and Fish)	One (1) serving	
Price in words:		
Dessert (fruits)	One (1) serving	
Price in words:		
AM AND PM SNACKS		
Pasta Dishes	One (1) serving	
Price in words:		
Sandwich	One (1) serving	
Price in words:		

We undertake, if our Proposal is accepted, to render the required services.

Until a formal contract is prepared and executed, this Proposal, 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 or any proposals you may receive.

We certify/confirm that we comply with the eligibility requirement and technical requirements of the Request for Proposals.

Date this _____ day of _____ 20____.

[Signature]

[in the capacity of]

Duly authorized to sign Bid and in behalf of _____

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. I own/operate a canteen concession business registered under the name *[Name of Business]* with business address at *[Address of Business]*.
2. I am applying for a canteen concession space in the Procurement Service-Department of Budget and Management (PS-DBM), RR Road Cristobal St., Paco, Manila.
3. One of the requirements in support of said application is a declaration of family relations with COA officials and employees:

() That I have NO RELATIVES within the fourth (4th) civil degree of consanguinity and affinity who are presently employed in PS-DBM:

() That I HAVE RELATIVES within the fourth (4th) civil degree of consanguinity and affinity who are presently employed in PS COA, as follows:

Name of Relative	Position	Relationship

4. I am executing this Affidavit to attest the truth of the foregoing and for whatever legal purpose/s this may serve.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ___, 20__ at _____, Philippines.

Bidder's Representative/Authorized Signatory

SUBSCRIBED AND SWORN to before me this ___ day of [month] [year] at [place of execution], Philippines. Affiant/s known to me, and known to be the same person/s in the exhibited [insert type of government identification card used*], with his/her photograph and signature appearing thereon, with no. _____ issued on _____ at _____.

Witness my hand and seal this ____ day of [month] [year].

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ *[date issued], [place issued]*

IBP No. _____ *[date issued], [place issued]*

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

TERMS OF REFERENCE

1.0 SCOPE

The Procurement Service-Department of Budget and Management (PS-DBM) is in need of services of a canteen concessionaire who will operate and manage the canteen at ground floor of the PS Building located at Cristobal St., Paco, Manila with an area of approximately two hundred fifty square meters (250 sqm). The canteen concessionaire "hereinafter Concessionaire" shall cater to the food requirement of officials and employees, clients and guests of the PS-DBM, and shall charge rates within the agreed ceiling to be determined after the conduct of the bidding process.

2.0 Pre-Qualifications

- 2.1. Prospective concessionaires must meet the following minimum requirements:
 - 2.1.1. An existing food preparation facility, i.e. catering services, restaurant or canteen;
 - 2.1.2. Business or Mayor's Permit;
 - 2.1.3. Sanitary Permit;
 - 2.1.4. DTI permit for sole proprietorships, SEC Registration Certificate for corporations or partnership, or CDA permit for cooperatives;
 - 2.1.5. BIR Tax Clearance Certificate;
 - 2.1.6. Certificate of Satisfactory Performance from the most recent Concession Agreement; and
 - 2.1.7. Food Safety Plan.
- 2.2. Submission of a two-week cycle menu for breakfast and lunch and one-week cycle for morning or afternoon snacks with corresponding prices per serving not exceeding the maximum prices set by PS-DBM indicated in the form to be provided for the purpose.
- 2.3. Prospective concessionaires must not be related to any PS-DBM official or employee within the fourth civil degree of consanguinity or affinity. Applicants shall execute a pro-forma affidavit prescribed for the purpose.

3.0 Post-Qualification

- 3.1. The first ten (10) proposals (based on date and time of submission) that meet all the eligibility requirements under Item 2.0 shall be subjected to food tasting by the Internal Bids and Awards Committee (IBAC) and Technical Working Group members and shall be ranked based on the following criteria:

CRITERIA	MAXIMUM POINTS
Quality of Serving, including preparation	20
Quantity of Serving	20

Taste and Nutritional Value	20
Sanitation in the preparation of the food and of the utensils/cookware used*	20
Value for Money	20
Total:	100

*During Taste Test and Presentation, eligible concessionaires shall submit photos as proof of sanitation in the preparation of the food and of the utensils/cookware used.

3.2. The prospective concessionaire with the highest points shall be awarded of the contract.

3.3. Where there is only one eligible proposal, it shall obtain at least eighty (80) points.

4.0 Contract Period

4.1. The Concessionaire's service and operation to the PS-DBM Canteen shall commence upon the execution of the Service Contract. The Contract shall be effective for two (2) years subject to periodic assessment, conducted once every quarter, by the General Services Division (GSD).

4.2. Subject to satisfactory performance by the Concessionaire and upon prior favorable recommendation of GSD, the Head of the Agency (HOA) may renew the Contract for a period not exceeding one (1) year under the original terms and conditions or at such terms and conditions as may be mutually agreed upon by the parties.

4.3. Any modification or amendment in the terms and conditions of the Contract may be allowed subject to agreement of both parties.

4.4. The Concessionaire shall not hold the PS-DBM liable in any way in case the Contract is not renewed after the expiration of the two (2)-year period.

5.0 Authorized Representative/s

5.1. In the implementation of this Contract, the PS-DBM shall be represented by the HOA and/or his duly authorized representative/s, while the Concessionaire shall be represented by its authorized representative/s.

5.2. Whenever the provisions of the Contract refer to PS-DBM, it is understood that the same refers to HOA and/or his duly authorized representative/s, unless otherwise specified in the Contract. Thus, only acts of the foregoing are considered as acts of the PS-DBM.

5.3. However, in view of the nature of the services involved in the Contract, the concessionaire shall refer to its authorized representative/s as well as all of its employees. Accordingly, the Concessionaire shall refer to its authorized representative/s and employees as fully as if these were the Concessionaire's own acts, defaults or negligence.

6.0 Rights, Duties and Obligations of PS-DBM

6.1. Rights of PS-DBM

- 6.1.1. PS-DBM shall at all times retain complete control over the PS-DBM canteen and may make necessary changes, alterations, and improvements therein.
- 6.1.2. PS-DBM, through the GSD, shall regularly inspect and evaluate the Concessionaire's operations to ensure that the terms and conditions of the Contract are faithfully complied with:
 - 6.1.2.1. During the whole period of the Contract, an unannounced inspection shall be conducted by the GSD once every quarter.
 - 6.1.2.2. The inspection shall examine the Concessionaire's compliance with the terms and conditions of the Contract.
 - 6.1.2.3. Where the Concessionaire fails the inspection, it shall be given a notice thereof with a list of all noted violations and shall be obliged to rectify the same within three (3) calendar days from receipt of the notice.
 - 6.1.2.4. Upon the lapse of the 3-calendar day period, the GSD shall re-examine the Concessionaire's compliance with the notice.
 - 6.1.2.5. Failure on the part of the Concessionaire to comply with the notice within the 3-calendar day period or failure of the Concessionaire to pass inspection for the second (2nd) time shall result to termination of the contract under Section 18.2.3 hereof.
- 6.1.3. PS-DBM, through the Director of the Administrative and Finance Group (AFG), shall approve all actions to be undertaken by the Concessionaire involving any proposed changes in the PS-DBM Canteen, to ensure efficient and quality service for the whole duration of this Contract.
- 6.1.4. PS-DBM, through the GSD, may require provision of meals and/or snacks during official events, activities, and meetings from the Concessionaire. These events may be scheduled on a Saturday, Sunday or holiday.

6.2. Duties and Obligations of PS-DBM

- 6.2.1. PS-DBM shall provide the Concessionaire the following for free:
 - 6.2.1.1. Space for the PS-DBM Canteen; and
 - 6.2.1.2. Use of the air conditioning units and other facilities and equipment found within the premises of the PS-DBM Canteen, provided that the use of the foregoing shall be subject to the rules and regulations to be prescribed by the AFG.
- 6.2.2. PS-DBM shall charge the Concessionaire the following at metered rate:

- 6.2.2.1. Electricity required for the canteen operations; and
- 6.2.2.2. Water for cleaning of utensils used for the canteen operations.

7.0 Rights, Duties, and Obligation of the Concessionaire

7.1. Rights of the Concessionaire

- 7.1.1. The Concessionaire shall have the right to manage and operate the PS-DBM Canteen. The concession rights granted herein shall be carried out in the space provided for the PS-DBM Canteen at the ground floor of the PS-DBM Building, Paco, Manila.
- 7.1.2. The Concessionaire may provide or service the meals and/or snacks needs or requirements during all official PS-DBM events, activities, and meetings. During these occasions, the Concessionaire shall provide the required servers and shall not rely on PS-DBM employees to serve the food. However, PS-DBM may opt to source its meal requirement outside sources.

7.2. Duties and Obligations of the Concessionaire

- 7.2.1. The application and processing of business permits and licenses that may be required by any government agency and/or local government unit in the operations and management of the PS-DBM Canteen shall be the sole responsibility and accountability of the Concessionaire and shall be procured at its expense.
- 7.2.2. In all its transactions, the Concessionaire shall issue the corresponding Official Receipt or Sales Invoice.
- 7.2.3. The Concessionaire shall pay PS-DBM the following at metered rate:
 - 7.2.3.1. Electricity required for the canteen operations; and
 - 7.2.3.2. Water for cleaning of utensils used for the canteen operations.
- 7.2.4. The Concessionaire shall provide quality and efficient service in the operations and management of the PS-DBM canteen.
- 7.2.5. The Concessionaire shall be responsible over the supervision of its employees.
- 7.2.6. The Concessionaire shall ensure the proper use and maintenance of the PS-DBM Canteen and all the facilities and equipment therein. It shall be held liable for the cost of damages and/or necessary repairs caused by, or those that are reasonably attributable to the Concessionaire and its employees.

7.2.7. The Concessionaire shall comply with all the rules and regulations to be prescribed by the AFG in the operations and management of the PS-DBM Canteen.

7.2.8. The Concessionaire shall be solely liable to any damages caused to third parties in the course of its operations, without prejudice to the right of PS-DBM to institute any action/s for any damages resulting therefrom.

8.0 Design and Construction of the PS Canteen

8.1. The Concessionaire shall submit a design plan to the GSD.

8.2. The Concessionaire shall, at its own expense and upon approval by PS-DBM of its proposed design of the PS-DBM Canteen, implement the same, in coordination with the GSD, before the commencement of the operations of the PS-DBM Canteen, provided, that PS-DBM reserves the right to recover damages from the Concessionaire if the approved final plan for the design of the PS-DBM Canteen is not completed or followed.

8.3. All improvements made by the Concessionaire, except movable furniture and fixtures placed in the PS-DBM Canteen at the expense of the Concessionaire and removable without defacing or injuring any ceiling floor, wall or any portion of the PS-DBM Canteen, shall become the property of LESSOR at the expiry or termination of the contract, and shall remain as part thereof without compensation for their value to the Concessionaire.

9.0 Provision for Equipment and Materials

9.1. The Concessionaire shall be responsible for the provision of the minimum equipment, kitchen utensils and other materials specified in the Specific Requirements attached hereto as Annex "A". This is without prejudice, however, to other equipment, kitchen utensils and materials that may be required by PS-DBM from the Concessionaire during the implementation of the Contract.

9.2. The electrical equipment to be used by the Concessionaire in the operations and management of the PS-DBM Canteen shall be limited to those listed in the Specific Requirements. Use of electrical equipment not included in the list shall not be allowed, unless approved by the AFG. The foregoing equipment shall remain to be property of the Concessionaire during the contract period unless otherwise agreed upon by the parties.

9.3. The Concessionaire shall, at all times and at its own expense, repair, keep and maintain all its equipment, as well as the tables, chairs, countertops and other furnishings used in the PS-DBM Canteen, in clean, sanitary and orderly condition and appearance.

- 9.4. If any of the foregoing equipment and materials used in the PS-DBM Canteen are rendered unusable due to the normal use and regular wear and tear attendant thereto or other causes, the Concessionaire shall replace it with the same or similar specifications at its own expense.

10.0 Canteen Personnel

- 10.1. The Concessionaire in the operation of the PS-DBM Canteen shall employ only qualified individuals to ensure the highest standard of service. All employees of the Concessionaire while on or about the PS-DBM premises, shall be appropriately attired, neat in appearance and courteous to all PS-DBM officials, employees, and guest at all times.
- 10.2. The Concessionaire shall provide the PS-DBM Canteen with the following minimum number of personnel:
- 10.2.1. one (1) operations manager;
 - 10.2.2. two (2) kitchen attendants;
 - 10.2.3. two (2) busboys; and
 - 10.2.4. two (2) servers.
- 10.3. All personnel of the Concessionaire to be assigned at the PS-DBM Canteen shall have Health Certificates issued by the Sanitation Division of the Manila Health Department.
- 10.4. The Concessionaire shall comply with all the relevant labor laws and other issuances.
- 10.5. The Concessionaire shall make sure that the employees assigned in the PS-DBM Canteen comply with the rules and regulations issued by the AFG governing the conduct and decorum applicable to all PS employees.
- 10.6. The Concessionaire shall furnish the GSD and post in a conspicuous place within the canteen premises, a list of the name of all its personnel assigned in the PS-DBM Canteen.

11.0 Hours of Operations and Provision of Meals

- 11.1. The Concessionaire shall operate from Mondays to Fridays from 6:00 AM until 5:00 PM. Breakfast shall be served from 6:00 AM to 10:00 AM, while lunch shall be served from 11:00 AM to 1:00 PM. Dinner may also be served upon request of the PS-DBM.
- 11.2. The Concessionaire shall provide full meals requested for PS-DBM events, activities, and meetings. Requests for meals for PS-DBM events and activities shall be made by the concerned office or committee to the Concessionaire at least one (1) calendar day before the scheduled event, activity, or meeting except in urgent cases. Meals for PS-DBM meetings shall be provided immediately upon request.

- 11.3. The Concessionaire shall likewise assign an appropriate number of employees who shall serve the meal provision during events, activities, and meetings.
- 11.4. Any deviation from the hours specified shall be subject to prior written approval by the AFG.
- 11.5. Meal provision for the Provision of Canteen Concessionaire Services and Operation of PS-DBM Canteen for two (2) years shall be as follows:
 - 11.5.1. The Concessionaire shall offer the following:
 - 11.5.1.1. at least three (3) breakfast sets;
 - 11.5.1.2. a budget meal;
 - 11.5.1.3. at least six (6) ala carte servings; and
 - 11.5.1.4. at least three (3) variations of snacks.
 - 11.5.2. The discounted prices for the budget meals are provided in Annex "A".
 - 11.5.3. All meals offered by the Concessionaire shall comply with the following serving sizes:
 - 11.5.3.1. Serving size of pork, beef, chicken, fish, seafood and vegetables shall be at least one hundred thirty (130) grams;
 - 11.5.3.2. Serving size of rice shall be at least one hundred seventy five (175) grams.
 - 11.5.4. The concessionaire shall likewise provide premium meals to be offered at discounted prices to PS-DBM officials and employees.
 - 11.5.5. The concessionaire shall determine the regular prices for the budget meals, ala carte meals and premium meals, and the coffee beverages and pastries.
 - 11.5.6. The concessionaire shall display in conspicuous places within the premises of the PS-DBM Canteen the price for budget meals, ala carte meals and premium meals, and the coffee beverages and pastries. In no case shall the concessionaire increase its prices without the approval of the AFG. In addition, the concessionaire shall keep a separate complaint box and menu suggestion in the canteen premises for the patrons of the PS-DBM canteen. The said boxes shall be open to inspection by PS-DBM through the GSD.
 - 11.5.7. The concessionaire shall also inform the AFG the action taken in respect to the complaints and/or suggestions in the said boxes, one (1) week upon receipt of the summarized complaints/ suggestions from the GSD.
 - 11.5.8. The Concessionaire shall ensure that an adequate number of menu showing their corresponding prices be provided to properly inform the

customers of the budget meals, ala carte meals, premium meals and other food and beverages to be served in the PS-DBM Canteen. Further, the concessionaire shall likewise ensure that the notices for the respective menu for the day be regularly and properly disseminated to PS-DBM employees through available and reasonable means of communications.

12.0 Operating Responsibilities of the Concessionaire

- 12.1. The Concessionaire agrees that it will not make use of the premises of the PS-DBM Canteen in any manner which might interfere with the regular operations of PS-DBM. The use of the premises for purposes not expressly permitted herein shall constitute breach of this Contract and is a ground for termination of this Contract.
- 12.2. The Concessionaire shall not provide any product or service, nor conduct any activity or event unless clearly specified under this Contract. Any product, service or activity beyond those authorized under this Contract may only be undertaken upon prior approval by the AFG.
- 12.3. The Concessionaire must operate and manage the PS-DBM Canteen in an environmentally sensitive manner and shall not use or allow the use on the premises of environmentally unsafe products.
- 12.4. The Concessionaire shall, at its own expense, keep the premises of the PS-DBM Canteen clean and sanitary at all times. No hazardous materials shall be kept in the premises.
- 12.5. The Concessionaire shall also see to it that all garbage and other waste materials are collected as often as necessary and are disposed of properly in accordance with the rules of PS-DBM.
- 12.6. The Concessionaire shall schedule and provide full maintenance of the premises, employ, train, and supervise personnel with appropriate qualifications and experience to assist in the operations of PS-DBM Canteen.
- 12.7. No cooking shall be allowed in the premises of the PS-DBM Canteen. Any food preparation and cooking must be done in the commissary of the Concessionaire. Violation of this provision constitutes a material breach of this Contract and is a ground for termination.
- 12.8. The Concessionaire shall maintain a commissary which should be situated within accessible distance from the PS-DBM Canteen during the period of this Contract. Moreover, the Concessionaire shall ensure the quality and cleanliness of the food prepared in its commissary.
- 12.9. The Concessionaire shall serve quality food and beverages. In addition, it shall provide in the PS-DBM Canteen safe drinking water, without any additional charges. It shall, at its own expense, ensure that the water dispenser be regularly cleaned and maintained, the water regularly tested and the water filters changed monthly or as often as may be necessary.

- 12.10. The Concessionaire shall at all times conduct its business in a proper and orderly manner to the satisfaction of PS-DBM.

13.0 Maintenance of the PS Canteen

- 13.1. During the whole contract period, the Concessionaire shall, at its own expense, undertake janitorial duties and all repairs necessary in the operations and management of the PS-DBM Canteen.
- 13.2. The Concessionaire's maintenance duties shall include cleaning, servicing, repairing, replacing of all materials and equipment, as well interior painting that may be required for the proper upkeep and maintenance of the PS-DBM Canteen. This includes electrical, mechanical, and plumbing maintenance in the premises.
- 13.3. If all or a portion of the PS-DBM Canteen is damaged by fire, explosion, flooding, or other similar causes due to the fault or negligence of the Concessionaire or its employees, the same shall be repaired by the Concessionaire at its own cost and expense, provided, that if the Concessionaire is not able to undertake the repair, PS-DBM may undertake the repair at the expense of the Concessionaire.
- 13.4. The Concessionaire shall at its own expense, be responsible for the pest control in the canteen, including but not limited to abatement of insects, rodents, vermin and other nuisance pests. It shall take all reasonable measures to prevent the proliferation of pest.
- 13.5. All the foregoing activities shall be undertaken by the Concessionaire subject to consultation with and approval of the AFG, as the case may be.

14.0 Employer-Employee Relationship

Nothing in this Contract shall be construed as to create an employer-employee relationship between PS-DBM and the Concessionaire's employees. The Concessionaire is and shall be treated as an independent contractor. PS-DBM shall not be responsible for the provision of any workers compensation, insurance, medical, or disability insurance or any other form of insurance coverage or other labor claims of the Concessionaire's employees which should be for the sole account of the Concessionaire. The Concessionaire shall hold PS-DBM harmless from any labor related claims, demands, or liabilities and should indemnify PS-DBM for any liability imposed upon it by reason of the foregoing.

15.0 Liability

- 15.1. The Concessionaire undertakes and agrees to defend, indemnify and hold harmless PS-DBM from any claims, losses, and expenses including but not limited to the following:
 - 15.1.1. damages or liability of whatever nature, for death or injury to any person, including the Concessionaire's employees; and
 - 15.1.2. damage or destruction of any property of either party hereto, or of third parties, arising in any manner by reason of or incident to, the performance of this Contract on the part of the Concessionaire and its employees.
- 15.2. The Concessionaire is acting under this Contractor as an independent contractor

and not as agent or employee of PS-DBM. The Concessionaire shall not represent or otherwise hold itself to be an agent or employee of the PS-DBM.

16.0 Prohibited Acts

- 16.1. The Concessionaire shall not:
 - 16.1.1. Allow anything to be done, which may interfere with the effectiveness or accessibility of utility, ventilation or air conditioning systems in the PS-DBM Canteen or elsewhere in the PS-DBM premises;
 - 16.1.2. Rent, sell, lease or otherwise offer any space in the premises for the use of other entity;
 - 16.1.3. Do or permit to be done any act that will increase the risks normally attendant upon the operations contemplated under Contract and pose a hazard to health and the environment;
 - 16.1.4. Permit undue loitering on or about the premises;
 - 16.1.5. Sublet the subject premises or any part thereof; and
 - 16.1.6. Assign or otherwise alienate any of its rights under this Contract or delegate, subcontract or otherwise transfer any of its duties hereunder.

17.0 Business Records

The Concessionaire shall maintain during the period of this Contract all of its books, ledgers, journals and accounts pertaining to the operation and management of the PS-DBM Canteen. The foregoing shall be made available for inspection and examination of the PS-DBM at any time during the term of this Contract.

18.0 Termination of Contract

- 18.1. The ensuing contract shall take effect when signed by the parties, and shall continue to be in force and effect unless otherwise terminated by either or both parties, pursuant to Items 18.2, 18.4 and 18.5 of this TOR and after serving a written notice thirty (30) calendar days prior to such termination.
- 18.2. The grounds for the termination of the contract include but are not limited to the following:
 - 18.2.1. use by the Concessionaire of the PS-DBM Canteen for purposes not expressly permitted under the TOR;
 - 18.2.2. conduct of any cooking activity in the PS-DBM Canteen except as permitted by the AFG;
 - 18.2.3. non-compliance with any of the terms and conditions of this TOR;
 - 18.2.4. in case of fortuitous event under item 18.4 when resumption of service is no longer feasible; and
 - 18.2.5. such other valid or justifiable reasons as may be determined by the Parties.
- 18.3. The termination of the contract based on the immediately preceding section shall not release either Party from any of its accrued obligations.
- 18.4. The PS-DBM may unilaterally terminate the contract when any of the following conditions are present:

- 18.4.1. Failure of the Concessionaire to obtain the favorable recommendation by the AFG under Item 2.1 of this TOR;
 - 18.4.2. Failure of the Concessionaire to perform any of its obligations due to no fault of PS-DBM;
 - 18.4.3. Failure of the Concessionaire to pass the unannounced inspection to be conducted by GSD;
 - 18.4.4. Any material misrepresentation by the Concessionaire under the contract or during the implementation period; or
 - 18.4.5. If there is a pattern of continuing, or repeated non-compliance with, willful violation or non-performance of the terms and conditions.
- 18.5. Neither Party shall be liable for any delay or non-performance of its obligations under the contract due to fortuitous events. For this purpose a fortuitous event refers to an event which the Parties could not have foreseen, or which thought foreseen, was inevitable. Fortuitous event shall include, but is not limited to acts of God, laws, regulations or orders of any government entities, judgments or orders of any courts, riots, wars, strikes, lockouts, terrorism, natural calamities, storm, flood, volcanic eruptions, or other severe and unusual weather conditions, accidents, or any other cause similar to the foregoing.
- 18.6. During the occurrence of the fortuitous event, both Parties shall continue to take all necessary actions within its power to comply with their respective obligations under the contract. However, in case any of the Parties is unable to perform its obligation by reason of said fortuitous event, it shall furnish the other Party, within-twenty four (24) hours from the occurrence thereof, with detailed information of the events constituting the same. In any case, the Party affected thereby shall automatically resume performance of its obligation under the contract upon cessation of the fortuitous event. Should the resumption be no longer a reasonable period of time, and if the Parties cannot reach any solution, either Party may terminate the Contract after giving prior written notice thereof.
- 18.7. In case of termination of the contract, the PS-DBM shall have the right to retain the equipment and other materials used by the Concessionaire for the operations and management of the PS-DBM Canteen and deduct from any applicable billing due to the Concessionaire, the amount corresponding to any unsettled claims or liability arising from damages sustained by the PS-DBM or any third party against the Concessionaire, until full payment thereof is made. The foregoing action is without prejudice to other legal remedies available to PS-DBM.
- 18.8. If the termination of the contract is without justifiable cause or due to the willful act or negligence by either Party, the innocent party may, in addition to the remedies under the contract, claim payment for damages and such other legal remedies.
- 18.9. PS-DBM, upon the expiration or earlier termination of the contract, reserves the right to substitute another concessionaire who shall operate and manage the PS-DBM Canteen.
- 18.10. Removal of Concessionaire's equipment, supplier, furnishings, inventories and personal property:
- 18.10.1. PS-DBM, in case of expiration or earlier termination of the contract, reserves the right to purchase or take possession of the equipment,

supplies, furnishings, inventories, and personal property necessary in the continued operations, and management of the PS-DBM Canteen from the concessionaire at a discounted price as may be agreed upon by the Parties.

- 18.10.2. The Concessionaire shall vacate the premises of the PS-DBM Canteen on the date of the expiration or earlier termination of this Contract promptly, peaceably and in proper order and condition: *provided*, that within thirty (30) calendar days from the expiration or earlier termination of the Contract, the Concessionaire, subject to the rights granted to PS-DBM in the preceding item, shall remove its equipment, supplies, furnishings, inventories and personal properties from the PS-DBM Canteen, provided that no damage shall be caused to the premises due to the removal thereof as determined by the GSD: *provided, further*, That should the Concessionaire fail to remove the foregoing properties within the said period, PS-DBM may use or dispose of the same as it deems fit.

19.0 Penalty for Violation of Terms and Conditions

- 19.1. In case of violation by the Concessionaire of any of the terms and conditions of the contract, PS-DBM shall be entitled to any or all of the following:
 - 19.1.1. to rescind the contract;
 - 19.1.2. to receive damages and penalties;
 - 19.1.3. avail, upon such terms and in manner as may be appropriate, services similar to those not performed, and hold the Concessionaire liable for any excess cost for said services; and
 - 19.1.4. in case of delay in the services, payment of liquidated damages in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed for every day of delay.
- 19.2. Such amount shall be deducted from any money due or which may become due from the Concessionaire.

20.0 Miscellaneous Provisions

- 20.1. If any provision of the contract is held by competent judicial authority to be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the other provisions shall not be affected.
- 20.2. The Parties shall first settle any issue or dispute in the interpretation or implementation of this contract through compromise or amicable settlement. In case the dispute cannot be settled amicably, the Parties shall submit to mediation or arbitration proceedings in accordance with the provisions of applicable laws, or as may be agreed upon by the Parties.
- 20.3. The PS-DBM Legal Division shall first have the authority to render legal opinion on the proper interpretation of the contract. Any dispute arising from said interpretation shall be resolved by the Parties in accordance with Item 20.2 herein.
- 20.4. Any action brought to enforce or interpret the contract shall be brought only in the proper court of the City of Manila.

21.0 Confidentiality

- 21.1. No Information determined as confidential in nature may be released by the Parties to any third person.
- 21.2. The Concessionaire shall ensure that its officers, employees and other personnel, during the effectivity and after termination of the contract maintain confidentiality and secure any confidential information.
- 21.3. PS-DBM hereby agrees to grant the Concessionaire permission to publicize the awarding of the project through the Concessionaire's press releases, sales presentations, website, and corporate profile, provided that the Confidentiality clause is observed.

22.0 Entire Contract

- 22.1. The Contract is deemed to contain the entire terms and conditions as agreed upon by the Parties. This Contract shall supersede any and all prior agreements entered into between the Parties.
- 22.2. Any amendment or additional terms and conditions to the contract must be in writing, signed and acknowledged by the parties.

ANNEX "A" SPECIFIC REQUIREMENTS

REQUIREMENT	COMPLIANCE
<p>1. The Concessionaire shall submit a sample menu which shall cover breakfast, lunch, and snacks from Mondays to Fridays for at least one (1) month.</p> <p>BREAKFAST</p> <ul style="list-style-type: none"> ● Breakfast shall be served from 6:00 AM to 10:00 AM. ● The breakfast set shall consist of the following: <ul style="list-style-type: none"> v. one (1) cup of rice/ fried rice; vi. one (1) main dish; vii. one (1) egg (boiled/ sunny side up/ scrambled); and viii. one (1) cup of coffee/ milk/ chocolate/ tea. ● There must be at least three (3) different types of main dish to choose from; it shall include, but not limited to any of the following: one (1) piece of big longganisa, hotdog, tapa, meat loaf, and the like. ● Each set shall have a maximum price of eighty pesos (₱80.00); ● The price of extra rice should be maximum of fifteen pesos (₱15.00) <p>LUNCH</p> <ul style="list-style-type: none"> ● Lunch shall be served from 11:00 AM to 1:00 PM. ● The budget meal shall consist of: <ul style="list-style-type: none"> v. free soup; vi. one (1) cup of rice; vii. one (1) main dish (pork, beef, chicken, seafood or fish); and viii. One (1) serving of vegetables. ● There shall be at least two (2) other available options for the main dish of the budget meal. ● In addition, there shall be at least five 	

(5) ala carte servings of any of the following: pork, beef, chicken, fish, seafood, and vegetable dishes.

- The price of budget meal shall not exceed one hundred pesos (₱100.00);
- The price of extra rice shall not exceed fifteen pesos (₱15.00)
- Ala carte serving of beef or seafood shall have a maximum price of seventy pesos (₱70.00);
- Ala carte serving of pork or chicken shall have a maximum price of seventy pesos (₱70.00);
- Ala carte serving of fish or vegetable shall have a maximum price of fifty pesos (₱50.00);

SNACKS

- The snacks shall be:
 - d. Pasta dishes with a maximum price of seventy pesos (₱70.00);
 - e. Sandwiches and other snacks shall be priced at a maximum of sixty pesos (₱60.00); or
 - f. Fruits shall be priced at a maximum of forty pesos (₱40.00);
 - Aside from the snacks listed above, the concessionaire shall have ready-to-eat snacks (e.g. chips, crackers, chocolate bars, drinks, coffee, juices etc.)
2. In consideration of prevailing price of goods and services, prices of meals and beverages may be adjusted by the AFG Director, *motu proprio* or upon the request of the Concessionaire.
3. The above meals shall comply with the following serving sizes:
- iii. Serving size of pork, beef, chicken, fish, seafood, vegetable shall be at least one hundred thirty (130) grams;
 - iv. Serving size of rice shall be at

least one (1) cup equivalent to one hundred seventy-five (175) grams;

4. The concessionaire shall operate from Monday to Friday, between 6:00AM until 5:00PM (or Saturdays upon request of the AFG Director). Dinner may also be served upon request of the AFG Director.

5. The concessionaire shall be responsible for the physical arrangement of the canteen as well as provision of minimum equipment and other materials:

d. Minimum equipment:

- x. Refrigerator/ freezer;
- xi. Microwave Oven;
- xii. Oven toaster (big);
- xiii. Hot food display unit
- xiv. Water dispenser with hot and cold options;
- xv. Utensils sterilizer;
- xvi. Condiments counter;
- xvii. Tray holder; and
- xviii. Dining tables and chairs.

e. Minimum kitchen utensils:

- xi. 150 sets of stainless spoons and forks;
- xii. 150 pieces of dining plates;
- xiii. 150 pieces of medium-sized plates;
- xiv. 150 pieces of soup bowls;
- xv. 150 pieces of condiments plates;
- xvi. 150 pieces of drinking glasses;
- xvii. 150 sets of cups and saucers;
- xviii. 150 pieces of teaspoons;
- xix. 150 pieces of steak knives; and
- xx. 50 pieces of trays.

f. The foregoing is without prejudice to

other equipment and kitchen utensils that may be required from the Concessionaire during the implementation of the contract. However, no additional electrical equipment shall be introduced by the Concessionaire without prior approval from the AFG Director.

8. No cooking shall be allowed at the premises of the PS-DBM Canteen. Any food preparation and cooking must be done in the designated area. The food shall be available fifteen (15) minutes before the set time.

9. All personnel of the Concessionaire to be assigned at the PS-DBM Canteen shall have a Health Certificate issued by the Sanitation Division of the Manila Health Department and must wear the following:

- vi. Identification Card issued by the PS-DBM;
- vii. Proper attire;
- viii. Hairnet;
- ix. Apron; and
- x. Appropriate footwear (closed shoes)

8. The concessionaire shall use the property with diligence of a good father of a family. Damage to any property of the PS-DBM due to the fault of the Concessionaire or any of his personnel shall be repaired within a reasonable time at its own expense. In case the Concessionaire is not able to repair the damage within fifteen (15) calendar days, the same may be repaired by the PS-DBM at the expense of the Concessionaire.

9. The Concessionaire is not allowed to subcontract his right to operate and manage the PS-DBM Canteen.

10. The Concessionaire must post the price of their menu.

11. The Concessionaire must post all necessary valid permits as required.

12. In case the Concessionaire decides to unilaterally terminate the contract within the minimum six (6) months without any valid reason, the PS-DBM shall impose appropriate legal sanction against the Concessionaire subject to existing terms and conditions.

13. Provision of equipment, such as additional electrical appliances other than those contemplated above, shall be subject to prior approval of the AFG.

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 proposal, 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 proposal, 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;

8. [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder, which includes:

- a. Carefully examining the contents of the Request for Proposal;
- 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. [Name of Bidder] hereby assigns the following contact number/s and e-mail address/es as the official telephone/fax number and contact reference of the company where the PS BAC and PS notices may be transmitted.

Telephone No/s.: _____

Fax No/s.: _____

E-mail Add/s.: _____

Mobile No.: _____

It is understood that notices/s transmitted in any of the above-stated telephone/fax numbers and/or e-mail address/es are deemed received as of its transmittal and the reckoning period for the reglementary periods stated in the bidding documents and the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall commence from receipt thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ____, 20__ at _____, Philippines.

Bidder's Representative/Authorized Signatory

SUBSCRIBED AND SWORN to before me this ___ day of [month] [year] at [place of execution], Philippines. Affiant/s known to me, and known to be the same person/s in the exhibited [insert type of government identification card used*], with his/her photograph and signature appearing thereon, with no. _____ issued on _____ at _____.

Witness my hand and seal this ___ day of [month] [year].

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorney's No. _____

PTR No. _____ [date issued], [place issued]

IBP No. _____ [date issued], [place issued]

Doc. No. _____

Page No. _____

Book No. _____

Series of _____.

**The identification card shall be at least one of those acceptable proofs of identity as identified under the provisions of the 2004 Rules on Notarial Practice.*

"Sec. 12. Competent Evidence of Identity – The phrase "competent evidence of identity" refers to the identification of an individual based on:

At least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification;

The Board Resolution or Secretary's Certificate referring to the said Board Resolution designating the bidder's authorized representative and signatory need not specifically indicate the particular project where such authority is given provided that the said authority covers activities by PS.