

BIDS AND AWARDS COMMITTEE  
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**SUPPLEMENTAL / BID BULLETIN No. 2**

Project : Procurement of Catering Service  
Reference No. : PB-GS-08a-2018  
ABC : PhP 1,500,000.00  
Date : 17 May 2018

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This supplemental/bid bulletin is issued to provide information to the prospective proponents/bidders on the following changes to the Bidding Documents:

- I. **Technical Specifications (Section VII)** – The Technical Specifications (Section VII) of the Bidding Documents is superseded by ANNEX 1 of this Supplemental/Bid Bulletin No. 2 after considering inputs from prospective bidder during the pre-bid conference on 16 May 2018.
- II. **Confidentiality Agreement** – The Confidentiality Agreement superseded by ANNEX 2 of this Supplemental/Bid Bulletin No. 2 after considering the inquiry from prospective bidder.

The Bidding Documents is amended accordingly.

For the information and guidance of all concerned.

(Sgd.)  
**IMELDA M. PANOLONG**  
BAC Chairperson

# Annex 1

## Technical Specifications

### CATERING SERVICE

I.	<p><b>BACKGROUND</b></p> <p>In celebration of the 120th Foundation Anniversary of the Department of Foreign Affairs <b>tentatively scheduled on 18 June 2018</b>, HRMO shall engage a caterer that will provide a <i>merienda cena</i> for the 1,600 personnel detailed in the Main Office and the Office of Consular Affairs (OCA)-Aseana. The Approved Budget for the Contract (ABC) is <b>One Million Five Hundred Thousand Pesos</b> (Php 1,500,000.00). The event will be held at the Bulwagang Apolinario Mabini, DFA Home Office Building, 2330 Roxas Boulevard Pasay City.</p>	
II.	<p><b>SCOPE OF WORK</b></p> <p>Supply of catering services <b>tentatively on 18 June 2018</b> for the 120<sup>th</sup> Foundation Anniversary of the Department of Foreign Affairs.</p>	
III.	<p><b>CONTRACTOR'S QUALIFICATIONS:</b></p> <p>The caterer shall have the following minimum qualifications:</p> <ol style="list-style-type: none"> <li>1. Must have at least five (5) years continuous experience in the catering business; and</li> <li>2. Must have proven its capability to cater food to at least 1,000 persons.</li> </ol>	<p><b>Statement of Compliance</b></p>
IV.	<p><b>TECHNICAL SPECIFICATIONS</b></p>	
	<p><b>Requirements:</b></p> <p>The Contractor shall provide the following minimum requirements:</p> <ol style="list-style-type: none"> <li>1. Ensure the quality of food and drinks to be served for the event;</li> <li>2. Be at the DFA premises at least four (4) hours before the event;</li> <li>3. Have at least four (4) buffet stations at the DFA main building (Bulwagang Apolinario Mabini) with <b>at least two (2)</b> waiters at each station to assist in the distribution of food for 1,200 people;</li> <li>4. Have at least two (2) coordinators for pre-event preparations and during the event itself to coordinate with the Human Resources Management Office (HRMO) – one shall be in-charge of the services at the Main Office and the other shall oversee the distribution of 400 food packs at the OCA-Aseana;</li> <li>5. Provide all utensils such as, but not limited to, forks, plates, glasses. The Contractor shall <u>not</u> hold the Department accountable for any loss or breakage thereof;</li> <li>6. Submit a catalogue/photos of previous catered events and menu options during the Opening of Bids.</li> <li>7. In the preparation of food, practice respect for religious and dietary sensitivities by proper labeling, use of ingredients and proper handling of pork and pork-based dishes. Oil used in the preparation of pork and pork-based dishes shall not be used for non-pork dishes.</li> </ol>	

	<ol style="list-style-type: none"> <li>8. Provide menu proposals prior to the conduct of a food and wine tasting session for twelve to fifteen (12-15) persons (free of charge) during the post-qualification stage;</li> <li>9. Take corrective measures based on the comments from the participants during the food tasting;</li> <li>10. Provide elegant cocktail tables with floral/candle center pieces and table cloths;</li> <li>11. Label the dishes; and</li> <li>12. Clean up the venue after the event.</li> </ol>							
<b>V.</b>	<b>MENU SPECIFICATIONS</b>							
	<table border="1"> <thead> <tr> <th>ITEMS</th> <th>PARTICULARS</th> </tr> </thead> <tbody> <tr> <td><b>Buffet</b> (1,200 pax)</td> <td> <ol style="list-style-type: none"> <li>1. 5 main courses/dishes (beef, chicken and seafood), skewered or bite-sized pieces</li> <li>2. 6 canapés/finger foods (3 vegetables, 2 meat and 1 seafood)</li> <li>3. 2 Pasta (penne or fusilli), 1 tomato-based and 1 olive oil-based sauces</li> <li>4. Desserts: 4 kinds of petit fours</li> <li>5. Beverages: overflowing fruit juice and water</li> <li>6. Forty (40) bottles of red wines (Merlot, Pinot Noir or Gamay) and twenty (20) bottles of white wines Chardonnay or Chablis)</li> </ol> </td> </tr> <tr> <td><b>Packed Food</b> (400 pax)</td> <td> <ol style="list-style-type: none"> <li>1. 2 main courses/dishes (beef, chicken)</li> <li>2. Pasta (penne or fusilli)</li> <li>3. Dessert</li> <li>4. soda in can (Coke or Sprite/7up or equivalent)</li> <li>5. Bento-type packaging</li> </ol> </td> </tr> </tbody> </table>	ITEMS	PARTICULARS	<b>Buffet</b> (1,200 pax)	<ol style="list-style-type: none"> <li>1. 5 main courses/dishes (beef, chicken and seafood), skewered or bite-sized pieces</li> <li>2. 6 canapés/finger foods (3 vegetables, 2 meat and 1 seafood)</li> <li>3. 2 Pasta (penne or fusilli), 1 tomato-based and 1 olive oil-based sauces</li> <li>4. Desserts: 4 kinds of petit fours</li> <li>5. Beverages: overflowing fruit juice and water</li> <li>6. Forty (40) bottles of red wines (Merlot, Pinot Noir or Gamay) and twenty (20) bottles of white wines Chardonnay or Chablis)</li> </ol>	<b>Packed Food</b> (400 pax)	<ol style="list-style-type: none"> <li>1. 2 main courses/dishes (beef, chicken)</li> <li>2. Pasta (penne or fusilli)</li> <li>3. Dessert</li> <li>4. soda in can (Coke or Sprite/7up or equivalent)</li> <li>5. Bento-type packaging</li> </ol>	
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<b>VII.</b>	<b>SCHEDULE OF REQUIREMENTS</b>							
	<b>The Contractor shall abide by any changes in the schedule to be conveyed by the End-User at least one (1) week before the event.</b>							
<b>VIII.</b>	<b>CONFIDENTIALITY CLAUSE</b>							
	The Contractor shall ensure that each of its personnel assigned to the Department shall execute and sign a Non-Disclosure Agreement which is to be submitted to the Department prior to commencement of the service.							
<b>IX.</b>	<b>TERMS OF PAYMENT</b>							
	<ol style="list-style-type: none"> <li>1. The Contractor shall be paid within thirty (30) working days upon the submission of the sales invoice and complete supporting documents through List of Due and Demandable Accounts Payable (LDDAP). The list of documentary requirements needed for payment will be provided by the Office of Financial Management Services-Financial Resource Management Division (OFMS-FRMD) upon signing of the contract.</li> <li>2. All payments shall be inclusive of Value-Added Tax (VAT) and other lawful charges.</li> </ol>							

<b>X.</b>	<b>PENALTY CLAUSE</b>	
	If food items were found to be inferior or to have posed hazards such as food poisoning or spoilage, the DFA reserves the right to file a complaint against the catering services provider with the concerned government agency.	

Note:

Bidder must state compliance to each of the provisions in the Terms of Reference/Technical Specifications, as well as to the Schedule of Requirements. The Statement of Compliance must be signed by the authorized representative of the Bidder, with proof of authority to sign and submit the bid for and in behalf of the Bidder concerned. If the Bidder is a joint venture, the representative must have authority to sign for and in behalf of the partners to the joint venture. All documentary requirements should be submitted on or before the deadline for the submission of bids.

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).

Conformé:

[Signature/s]

[Name of the Bidder/ Bidder’s Authorized Representative/s]

[Position]

[Date]

# Annex 2

## CONFIDENTIALITY AGREEMENT

This CONFIDENTIALITY AGREEMENT (hereinafter “Agreement”) is made and entered into this date day of month, year, by and between:

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(First party’s details/ Disclosing Party)

**and**

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(Second party’s details/Receiving Party)

### DEFINITION OF CONFIDENTIAL INFORMATION

1. As used in this Agreement, “confidential information” shall mean all information and materials including, without limitation, cost estimates, technical specifications, documentations, discussions, related to the Official functions and administrative or management information of the Department provided or disclosed by the Disclosing Party to the party receiving information under this Agreement, whether oral, written, or in any other medium.

### HANDLING OF CONFIDENTIAL INFORMATION

2. The Receiving Party shall maintain the secrecy of the Disclosing Party’s Confidential Information and shall exert all reasonable efforts to preserve the confidentiality of such information, including but not limited to, the implementation of reasonable physical security measures and operating procedures.
3. The Receiving Party agrees that at all times and notwithstanding any termination or expiration of this Agreement, it will hold in strict confidence and not disclose to any third party all Confidential Information received from the Disclosing Party, except as approved in writing by the latter.

### PERIOD OF TERMINATION

4. This agreement shall be effective for a period of \_\_\_\_\_ and shall automatically terminate thereafter. Notwithstanding the termination or expiration of this Agreement, all obligation contained therein shall remain valid, effective and binding upon the Receiving Part and his assigns.

### EQUITABLE REMEDIES

5. The Receiving Party acknowledges that any breach of Agreement may cause irreparable harm to the Disclosing Party for which the latter is entitled to seek, among others,

indemnification for damages, as well as injunctive or other equitable remedies as may be allowed by law.

**MISCELLANEOUS**

6. This Agreement is the complete and exclusive agreement regarding the disclosure of Confidential Information between the parties, without prejudice to the rules and regulations concerning restrictions on disclosure of information such as on matters involving national security, diplomatic or foreign relations, intelligence and other classified information.

**IN WITNESS WHEREOF**, the parties hereto have executed this Confidentiality Agreement as of the date and year abovewritten.

\_\_\_\_\_

Signed in the Presence of

\_\_\_\_\_

[Acknowledgement]