



REPUBLIC OF THE PHILIPPINES  
**COMMISSION ON HUMAN RIGHTS**

**TERMS OF REFERENCE**

**PROCUREMENT OF LEASE OF VENUE FOR CY 2023 THROUGH A  
FRAMEWORK AGREEMENT**

**A. OVERVIEW**

The Commission on Human Rights is an independent government office created under the 1987 Constitution of the Philippines with the primary function of investigating all forms of human rights violations involving civil and political rights. In line with this mandate, it is imperative to engage the services of various hotels/venues to provide accommodation and food with free use of conference room/s during meetings/dialogues/fora/workshops/series of training and other analogous occasions between CHR and its stakeholders.

**B. RATIONALE**

The CHR is in need of venue/hotel within the vicinity of the Province of Rizal for the conduct of various activities (training, workshops, etc). Thus, it will procure the lease of venue/hotel through Public Bidding following the arrangement/procedure of "Framework Agreement" pursuant to the Government Procurement Policy Board (GPPB) Resolution No. 27-2019 dated December 10, 2019 and Appendix 32 of the Revised Implementing Rules (IRR) of Republic Act (RA) 9184 which is otherwise known as the "Guidelines on the Use of Framework Agreement By All Procuring Entities."

The CHR identified the necessity of entering into Framework Agreement arrangement for the procurement of lease of venue/hotel requirement for its different end-users because it is determined to be the most advantageous to the agency given that the quantity and/or exact time of need cannot be pre-determined.

**C. TECHNICAL SPECIFICATIONS**

The Lease of Venue within the vicinity of the Province of Rizal includes the following:

**1. Use of Meeting Room**

- *With appropriate room size for the activity and number of participants observing standard health protocols*
- *Air-conditioned; well-lighted and ventilated*
- *Meeting tables and chairs; Whiteboard with markers*
- *PA system with at least 3 microphones and stand-by technician*
- *Registration Table, Philippine Flag, LCD Projector with screen*
- *With complimentary WiFi Access & Parking Space*
- *With flowing coffee, tea and purified drinking water*

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2. Room Accommodation

- a. Single room
- b. Twin-sharing room (with 2 individual beds)
  - With complimentary breakfast and toiletries

3. Meals:

	Inclusions
Morning Snack	<ul style="list-style-type: none"><li>• Drinks (softdrinks; juice; iced tea)</li><li>• Any of the following:<ul style="list-style-type: none"><li>- Sandwich</li><li>- Cakes / Pastries</li><li>- Kakanin</li></ul></li></ul>
Lunch (Assisted Buffet)	<ul style="list-style-type: none"><li>• Soup</li><li>• Rice</li><li>• 2 Main Dishes (any of the following viands)<ul style="list-style-type: none"><li>- Beef or Pork</li><li>- Chicken or Fish (except crème dory)</li></ul></li><li>• Vegetable Viand</li><li>• Dessert (fruits in season or sweets)</li><li>• Drinks (softdrinks; juice; iced tea)</li></ul>
Afternoon Snack	<ul style="list-style-type: none"><li>• Drinks (softdrinks; juice; iced tea)</li><li>• Any of the following:<ul style="list-style-type: none"><li>- Pasta / Noodles</li><li>- Dimsum Style meals</li><li>- Congee</li></ul></li></ul>
Dinner (Assisted Buffet)	<ul style="list-style-type: none"><li>• Soup</li><li>• Rice</li><li>• 2 Main Dishes (any of the following viands)<ul style="list-style-type: none"><li>- Beef or Pork</li><li>- Chicken or Fish (except crème dory)</li></ul></li><li>• Vegetable Viand</li><li>• Dessert (fruits in season or sweets)</li><li>• Drinks (softdrinks; juice; iced tea)</li></ul>

The service provider must use eco-friendly utensils and packages and **MUST NOT USE** the following materials during the event:

- a. Plastic materials such as cups, straws and utensils
- b. Styrofoam
- c. Tetra Packaging

The service provided **MUST BE MINDFUL** of the following:

- a. Provision of disposable table napkins
- b. Proper disposal of trash
- c. Use of environment-friendly containers for water/juice
- d. Maintenance of sanitary and slipped-free environment



#### D. APPROVED BUDGET CEILING AND THE APPROVED BUDGET FOR THE CONTRACT (ABC)

The approved budget ceiling per pax per day is **Php2,200.00** inclusive of room accommodation, full board meals and the use of meeting facilities.

The ABC that is based on CY 2023 National Expenditure Program (NEP) is **One Million Five Hundred Thousand Pesos (Php1,500,000.00)**, subject to the approval of CY 2023 General Appropriations Act (GAA).

The minimum guaranteed number of pax per activity is **fifteen (15)**.

#### E. MINIMUM QUALIFICATIONS OF PROSPECTIVE BIDDERS

1. Prospective bidders must have been engaged in the hotel business for at least five (5) years and that are legitimate, qualified and duly registered under the laws of the Republic of the Philippines. The prospective bidders must submit the Philippine Government Electronic Procurement System (PhilGEPS) Certificate of Registration (Platinum) without attaching the copies of certificates of registration issued by SEC/DTI, mayor's permit, and tax clearance. PhilGEPS Certificate of registration (Platinum) is sufficient. However, upon demand from the lowest calculated bid during the post-qualification of bids, the same must be available. Further, for those documents that are expired, please submit/attach the proof of application for renewal of license/permit.
2. In lieu of the Platinum Certificate of Registration from PhilGEPS, prospective bidders may submit the minimum eligibility requirements under Class "A" legal documents under Section 23.1(a) and 24.1(a) of the Revised IRR of RA 9184 and GPPB Resolution No. 18-2017 dated April 10, 2017:
  - a. SEC/DTI/CDA certificate of Business Registration
  - b. Current/Valid Mayor's or Business Permit
  - c. Current/Valid Tax Clearance
  - d. Audited Financial Statement for the last two (2) years, stamped received by the BIR

#### F. PUBLIC BIDDING THROUGH SECTION 10 OF THE 2016 REVISED IRR OF RA 9184

Bidding will be conducted through open competitive bidding procedures using non-discretionary "pass/fail" criterion as specified in the 2016 Revised IRR RA 9184. **The recommendation of the award of contract shall be to the Lowest Calculated Responsive Bid (LCRB) to be determined by the Bids and Awards Committee for Goods and Services (BAC-GS) and to be approved by the Head of the Procuring Entity (HoPE).**

**Prospective bidders must submit bid price** in accordance with the determined "approved budget ceiling" as mentioned above. **Bids received in excess of the "approved budget ceiling" per pax per day shall be automatically rejected at the bid opening.**

#### G. APPLICATION OF APPENDIX 32 OF THE REVISED IRR OF RA 9184 – REVISED GUIDELINES ON THE USE OF ORDERING AGREEMENT

1. The CHR will use and follow the prescribed rules and regulations under Appendix 32 of the 2016 Revised IRR of RA 9184 on the Framework Agreement.

#### **H. FRAMEWORK AGREEMENT PROVISION**

1. Within ten (10) calendar days from receipt by the participating bidder of the Notification to Execute a Framework Agreement with the CHR, the bidder or its duly authorized representative shall formally enter into a Framework Agreement with the CHR for an amount of One Peso (Php1.00) to be paid by the CHR as a consideration for the option granted to the CHR to lease a venue in the Framework Agreement List when the need arises;
2. Framework Agreement shall include the following:
  - a. Framework Agreement List
  - b. Fixed contract price per item specified in the Framework Agreement List
  - c. Delivery terms and conditions
  - d. Terms of Payment
  - e. Specification that the perfection of the actual procurement contract shall be reckoned from the execution of the Call-Offs; and
  - f. Statement that upon the execution of the Call-Offs, all rules and guidelines governing the implementation of procurement contracts under RA No. 9184 and 2016 Revised IRR shall be applicable
3. Prices indicated in the Framework Agreement corresponding to the price per pax per day in the Framework Agreement List shall be fixed price. The price shall be based on the actual bid price of the bidder;
4. Framework Agreement shall not state or imply agreement by the CHR to place future contracts or make orders with the supplier or service provider;
5. No modification of the Framework Agreement during its period shall be allowed;
6. Framework Agreement shall be valid only until December 29, 2023 which was entered into and executed by the parties, and shall not be extended beyond the said date;
7. To guarantee the faithful performance by the winning service provider of its obligations under the Framework Agreement, it shall submit a performance security in accordance with Section 39 of the 2016 Revised IRR of RA 9184 or a Performance Securing Declaration as defined under this Guidelines prior to the signing of the Framework Agreement;
8. The basis for the computation of the performance security shall be the total approved budget for the contract of Php1,500,000.00;
9. Notwithstanding the eligibility of a bidder, the CHR BAC-GS reserves the right to review the qualifications of the service provider. If there has been any change in the capability of the supplier or service provider to undertake its obligations under the framework agreement so that if it fails the eligibility criteria set thereon, the procuring entity shall consider the said service provider as ineligible and shall disqualify it from obtaining any award or contract;





10. The winning bidder executing the Framework Agreement shall ensure the continuing validity of their eligibility documents during the implementation of the contract.

#### **I. CALL OFF**

1. Call-off. Refers to a specific procurement request or order made by the procuring entity exercising the option and requiring a supplier or service provider to deliver the goods or render the services agreed upon under the terms of the Framework Agreement;
2. When CHR has determined the requirement for a venue to conduct an activity, the CHR shall issue "Call-Off" to the winning bidder for the delivery of services identified in the Framework Agreement List in such quantity or scope and at the price for which it was awarded;
3. The CHR may execute many Call-Offs for the same item as may be needed within the period of the Framework Agreement as long as the total quantity for all Call-Offs does not exceed the maximum quantity in the Framework Agreement List and the aggregate amount of all executed Call-Offs do not exceed the total contract price specified in the Framework Agreement;

#### **J. DELIVERY AND INSPECTION OF GOODS AND SERVICES**

1. The Service Provider shall deliver the services on the time and date specified in the Call-Off;
2. The end-user shall immediately accept and inspect the services with the authorized personnel from the General Administration Office-General Services Division (GAO-GSD) with the assistance from GAO-Procurement Division (PD). The latter shall ensure that the Inspection and Acceptance Report is accomplished.

#### **K. IMPLEMENTATION AND TERMINATION OF FRAMEWORK AGREEMENT**

1. The service provider shall warrant that the services, foods and beverages are free from latent defects and spoilage. Also, it shall ensure that the quality of food, either raw, processed, or cooked complies with established sanitation standards.
2. The CHR reserves the right to inspect the facility/premises of the winning service provider. Any violation of existing government sanitation standards shall become a ground for the termination of the Framework Agreement.
3. The CHR reserves the right to suspend/cancel delivery of the services covered herein in the event of strikes, accident, change of date or postponement of the activity or any other contingencies beyond the control of CHR.
4. Failure to deliver/perform within the agreed period, including any time extension, will make the supplier/service provider liable to the procuring entity for liquidated damages at least equal to one-tenth of one percent (.001) of the cost of the unperformed portion of the total amount of the awarded items under the Framework Agreement for every day of delay.
5. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the total amount of the awarded items under the Framework Agreement, the CHR



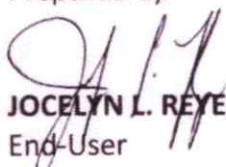
shall rescind the same, without prejudice to other courses of action and remedies open to it.

6. Without prejudice to the provisions of applicable laws, rules, and guidelines, the Ordering Agreement shall automatically terminate under the following conditions:
  - a. When the total estimated quantity specified in the Framework Agreement has been exhausted; or
  - b. When the specified duration of the Framework Agreement has expired.
7. All other rules governing contract implementation and termination under RA 9184, its IRR, and relevant procurement policies shall be applicable.

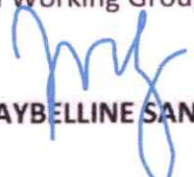
#### **L. REPEAT ORDER**

1. No Repeat Order for an item in the Framework Agreement List shall be allowed until after the CHR has exhausted the estimated quantity for the same item specified therein or after the Framework Agreement has expired, whichever comes first; and subject to the conditions provided in Section 51 of RA 9184 and its IRR. For this purpose, the Repeat Order shall be availed of only within six (6) months from the date of the last or final Call-Off for a specific item where the estimated quantity has been exhausted, or, the expiration of the Framework Agreement.
2. In case Repeat Order is allowed and resorted to, the twenty-five percent (25%) maximum allowable quantity shall be based on the aggregate quantity of actual items ordered and delivered.

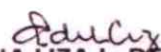
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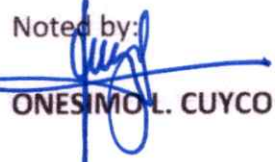
  
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