



REPUBLIC OF THE PHILIPPINES
COMMISSION ON HUMAN RIGHTS

TERMS OF REFERENCE

**PROCUREMENT OF THE SUPPLY AND DELIVERY OF PACKED MEALS AND
CATERING SERVICES 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 caterers to provide meals and drinks during meetings/dialogues/fora/workshops/series of training and other analogous occasions between and/or among CHR officials and employees, CHR, and its stakeholders.

B. RATIONALE

The CHR is in need of various catering services for CY 2023, thus, it will procure the services of caterers 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 2016 Revised Implementing Rules (IRR) of Republic Act (RA) 9184 otherwise known as the "Guidelines on the Use of Framework Agreement By All Procuring Entities."

CHR will undertake this procurement requirement ahead of the prescribed timeline pursuant to and following the rules and regulations under GPPB Resolution No. 14-2019 or the "Guidelines on the Implementation of Early Procurement" and Memorandum Circular No. 2019-1 from the Inter-Agency Task Force on the Harmonization of National Government Performance Monitoring, Information and Reporting Systems (AO 25) or the Guidelines on the Grant of the Performance-Based Bonus (PBB) for Fiscal Year (FY) 2019 under Executive Order No. 80, s., 2012 and Executive Order No. 201, s., 2016.

The CHR identified the necessity of entering into Framework Agreement arrangement for the procurement of various requirements for catering services 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 and it is inadvisable to carry the same in stocks to avoid losses due to inventory spoilage and expiration.

C. TECHNICAL SPECIFICATIONS

1. The different catering items required by CHR are as follows:
 - a. Breakfast (packed) with drinks;
 - b. Morning Snack (packed) with drinks;
 - c. Lunch (packed) with drinks;
 - d. Lunch (assisted/managed buffet) with drinks;

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- e. Afternoon Snack (packed) with drinks;
- f. Dinner (packed) with drinks;
- g. Dinner (assisted/managed buffet) with drinks;
- h. Package 1: Breakfast, Lunch and Afternoon Snack (all packed with drinks);
- i. Package 2: Breakfast (packed), Lunch (assisted/managed buffet) and Afternoon Snack (packed) (all with drinks);
- j. Package 3: Morning Snack, Lunch and Afternoon Snack (all packed with drinks);
- k. Package 4: Morning Snack, Lunch (assisted/managed buffet) and Afternoon Snack (packed) (all with drinks);
- l. Package 5: Morning Snack, Lunch, Afternoon Snack, and Dinner (all packed with drinks); and
- m. Package 4: Morning Snack, Lunch (assisted/managed buffet), Afternoon Snack (packed) and Dinner (assisted/managed buffet) (all with drinks)

2. The approved budget ceiling and inclusions for each meal/catering item are as follows:

PARTICULARS	INCLUSIONS	APPROVED BUDGET CEILING
a. BREAKFAST (Packed) with drinks	<ul style="list-style-type: none"> • 1 serving of rice (200 grams or 1 cup) • 1 bottled drink • 1 serving of any of the following: <ul style="list-style-type: none"> • <i>Dried or smoked fish (at least 60 grams)</i> • <i>Longganisa (at least 60 grams)</i> • <i>Chicken/Pork Tocino (at least 100 grams)</i> • <i>Hotdog (at least 100 grams)</i> • <i>Corned beef (at least 100 grams)</i> • <i>Spanish sardines (at least 100 grams)</i> • <i>Beef tapa (at least 100 grams)</i> 	PhP200.00
b. MORNING SNACK (Packed) with drinks	<ul style="list-style-type: none"> • 1 bottled drink (at least 200 ml.) <ul style="list-style-type: none"> • <i>Softdrinks/Juices/Buko Juice/Iced Tea or</i> • <i>Bottled water</i> • 1 serving of any of the following: <ul style="list-style-type: none"> • <i>Noodles with chicken, NO pork, such as but not limited to, pancit/mami/lomi, etc. (a least 200 grams per serving); OR pasta dishes (at least 200 grams per serving)</i> • <i>Plus, a combination of any of the following: Street foods such as banana cue, turon, camote fries, etc. (at least 50 grams per serving)</i> • <i>Traditional Filipino delicacies such as kakanin, suman, etc. (at least 50 grams per serving);</i> • <i>Cakes or pastries (at least 50 grams per serving)</i> • <i>Clubhouse sandwiches with filling of any of the following combinations: ham with egg and tomato, ham with cheese and coleslaw, hotdog and cheese, tuna with coleslaw (Halal prepared), chicken with coleslaw (Halal prepared) etc. (at least 3 layers of bread)</i> • <i>Dimsum-style meals (at least 100 grams per serving)</i> • <i>Congee or Lugaw or Arrozcaldo (at least ¾ full of medium-sized bowl) with Egg</i> 	PhP100.00

<p>c. LUNCH (Packed) with drinks</p>	<ul style="list-style-type: none"> • 1 serving of plain rice (at least 200 grams or 1 standard cup) • 1 Main dish – 1 serving of any of the following: <ul style="list-style-type: none"> • <i>Meat viands, such as pork or chicken or beef (at least 200 grams) with more lean meat and less fat</i> • <i>Fish viands (except crème dory) or Seafood</i> • 1 serving of Vegetable viands/or dishes (at least 100 grams) • 1 serving of Dessert <ul style="list-style-type: none"> • <i>Fruits in season (at least 50 grams)</i> • <i>Leche Flan, gulaman (buko pandan/coffee jelly, etc.), Fruit salad</i> • 1 serving of any of the following Drinks: <ul style="list-style-type: none"> • <i>Softdrinks/ Juice /Iced Tea / Bottled water</i> 	<p>PhP150.00</p>
<p>d. LUNCH (assisted buffet) with drinks;</p>	<ul style="list-style-type: none"> • 1 serving of rice (at least 200 grams or 1 standard cup) • <u>2</u> Main dishes (any of the following): <ul style="list-style-type: none"> • <i>Meat viands, such as pork or chicken or beef (at least 200 grams) with more lean meat and less fat</i> • <i>1 serving of Fish viands (except crème dory) or Seafood</i> • 1 serving of Vegetable viands, (at least 100 grams) • 1 serving of Dessert <ul style="list-style-type: none"> • <i>Fruits in season (at least 50 grams)</i> • <i>Leche Flan, gulaman (buko pandan/coffee jelly, etc.), Fruit salad</i> • 1 serving of any of the following Drinks: <ul style="list-style-type: none"> • <i>Juice / Iced Tea</i> • <i>*with free-flowing brewed coffee, water and tea</i> 	<p>PhP250.00</p>
<p>e. AFTERNOON SNACK (packed) with drinks;</p>	<ul style="list-style-type: none"> • <u>1</u> bottled drink (at least 200 ml.) <ul style="list-style-type: none"> • <i>Softdrinks/Juice/Iced Tea or</i> • <i>Bottled water</i> • 1 serving of any of the following: <ul style="list-style-type: none"> • <i>Noodles with chicken, NO pork, such as but not limited to, pancit/mami/lomi, etc. (a least 200 grams per serving); OR pasta dishes (at least 200 grams per serving)</i> • <i>Plus, a combination of any of the following: Street foods such as banana cue, turon, camote fries, etc. (at least 50 grams per serving)</i> • <i>Traditional Filipino delicacies such as kakanin, suman, etc. (at least 50 grams per serving);</i> • <i>Cakes or pastries (at least 50 grams per serving)</i> • <i>Clubhouse sandwiches with filling of any of the following combinations: ham with egg and tomato, ham with cheese and coleslaw, hotdog and cheese, tuna with coleslaw (Halal prepared), chicken with coleslaw (Halal prepared) etc. (at least 3 layers of bread)</i> • <i>Dimsum-style meals (at least 100 grams per serving)</i> • <i>Congee or Lugaw or Arrozcaldo (at least ¾ full of medium-sized bowl) with Egg</i> 	<p>PhP100.00</p>

f. DINNER (packed) with drinks;	<ul style="list-style-type: none"> • 1 serving of plain rice (at least 200 grams or 1 standard cup) • 1 Main dish (any of the following): <ul style="list-style-type: none"> • 1 serving of Meat viands, such as pork or chicken or beef (at least 150 grams) with more lean meat and less fat • 1 serving of Fish viands (except crème dory) or Seafood • 1 serving of Vegetable viands/or dishes (at least 100 grams) • 1 serving of Dessert <ul style="list-style-type: none"> • Fruits in season (at least 50 grams) • Leche Flan, gulaman (buko pandan/coffee jelly, etc.), Fruit salad • 1 serving of any of the following Drinks: <ul style="list-style-type: none"> • Softdrinks/Juice /Iced Tea / Bottled water 	PhP150.00
g. DINNER (assisted buffet) with drinks;	<ul style="list-style-type: none"> • 1 serving of rice (at least 200 grams or 1 standard cup) • 2 Main dishes (any of the following): <ul style="list-style-type: none"> • Meat viands/dishes such as pork or chicken or beef (at least 200 grams) with more lean meat and less fat • 1 serving of Fish viands (except crème dory) or Seafood • 1 serving of Vegetable viands (at least 100 grams) • 1 serving of Dessert <ul style="list-style-type: none"> • Fruits in season (at least 50 grams) • Leche Flan, gulaman (buko pandan/coffee jelly, etc.), Fruit salad • 1 serving of any of the following Drinks: <ul style="list-style-type: none"> • Fruit Juice / Iced Tea / Buko juice *with free-flowing brewed coffee, water and tea 	PhP250.00
h. PACKAGE 1: Breakfast, Lunch and Afternoon Snack (all packed with drinks)		PhP450.00
i. PACKAGE 2: Breakfast (packed), Lunch (assisted/managed buffet) and Afternoon Snack (packed) (all with drinks);		PhP550.00
j. PACKAGE 3: Morning Snack, Lunch and Afternoon Snack (all packed with drinks);		PhP350.00
k. PACKAGE 4: Morning Snack, Lunch (assisted/managed buffet) and Afternoon Snack (all with drinks);		PhP450.00
l. PACKAGE 5: Morning Snack, Lunch, Afternoon Snack, and Dinner (all packed with drinks); and		PhP500.00
m. PACKAGE 6: Morning Snack, Lunch (assisted/managed buffet), Afternoon Snack (packed) and Dinner (assisted/managed buffet) (all with drinks)		PhP700.00

3. The service provider must use eco-friendly utensils and packages and **MUST NOT USE** the following materials during the catering service:
 - a. Plastic materials such as cups, straws and utensils
 - b. Styrofoam
 - c. Tetra Packaging
4. 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. Dishwashing in CHR is strictly prohibited
 - e. Maintenance of sanitary and slipped-free environment
5. The service provider shall provide all the necessary utensils, buffet tables and table covers and mats. Meals and snacks during the catering service shall be served with the assistance of waiters and food servers;
6. The minimum guaranteed number of pax per activity:
- a. Twenty (20) pax for Packed Meals
 - b. Thirty (30) pax for Assisted Buffet

D. APPROVED BUDGET FOR THE CONTRACT (ABC)

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).

E. MINIMUM QUALIFICATIONS OF PROSPECTIVE BIDDERS

1. Prospective bidders must have been engaged in the business of catering services for at least three (3) years prior to the opening of bids, and that is legitimate, qualified, and duly registered under the laws of the Republic of the Philippines. Prospective bidders must be registered with the Philippine Government Electronic Procurement System (PhilGEPS) with a Platinum Certificate of Membership.
2. Prospective bidders must have a business address or restaurant within one (1) kilometer radius from the CHR to maintain the freshness and good quality of the food to be served.
3. The service providers must have a Sanitary and Health Permit/Clearance. All food handlers, waiters, and other personnel must have their personal medical clearances and health permits issued by any Department of Health (DOH)-accredited health service facility, clinic or hospital. Standard health protocols must always be observed.

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

1. Bidding will be conducted through open competitive bidding under Section 10 of the 2016 Revised IRR of RA 9184.
2. The Bids and Awards Committee for Goods and Services (BAC-GS) will follow the procedures using the non-discretionary "pass/fail" criterion during the opening of bids as specified in the 2016 Revised IRR RA 9184.
3. The recommendation of the award of the contract shall be made with the Lowest Calculated Responsive Bid (LCRB) to be determined by BAC-GS and to be approved by the Head of the Procuring Entity (HoPE) pursuant to Section 37.1.1 of 2016 Revised IRR of RA 9184.

4. **Prospective bidders must submit bid prices** in accordance with the determined **“approved budget ceiling”** per meal/catering items mentioned above. **Bids received in excess of the “approved budget ceiling” per meal item shall be automatically rejected at bid opening.**

G. APPLICATION OF APPENDIX 32 OF THE 2016 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 procure the packed meals or catering services 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. Provision 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 subject packed meal or catering services 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 that packed meals or catering services are needed, the CHR shall issue "Call-Off" to the winning bidder for the delivery of packed meals or rendition of catering 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;
4. The CHR may execute Call-Offs requiring delivery to multiple destinations or performance at multiple locations.

J. DELIVERY AND INSPECTION OF GOODS AND SERVICES

- i. The Service Provider shall deliver the packed meals or provide the catering service on the time, date, and location specified in the Call-Off;
- ii. The end-user shall immediately accept and inspect the items 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 by the GAO-GSD personnel.

K. IMPLEMENTATION AND TERMINATION OF FRAMEWORK AGREEMENT

1. The service provider shall warrant that the 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, catering and dining tools and equipment of the winning service provider. Any violation of existing



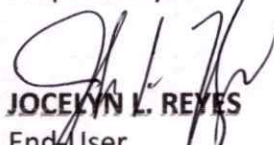
government sanitation standards shall become a ground for the termination of the Framework Agreement.

3. The CHR reserves the right to suspend/cancel delivery of the meals/catering items 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. A corresponding notice to the service provider shall be issued at least 2 calendar days prior to the schedule specified in the Call-Off;
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

- i. 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 Delivery Order Contract for a specific item where the estimated quantity has been exhausted, or, the expiration of the Framework Agreement.
- ii. 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.

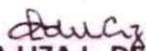
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