

**TERMS OF REFERENCE
ORDERING AGREEMENT FOR VARIOUS CATERING SERVICES FOR 2019**

A. SCOPE

Public bidding for the Supply and Delivery of Various Catering Services subject to the Ordering Agreement arrangement pursuant to the guidelines set forth in GPPB Resolution No.01-2012 dated January 27, 2012 and Appendix 26 (Revised Guidelines for the Use of Ordering Agreement) of the 2016 Revised Implementing Rules and Regulations of RA 9184. The prospective bidder may bid on a per lot basis as provided in the Order Agreement.

Bidders shall be allowed to participate in all Lots, but shall only be awarded one (1) Lot.

B. RATIONALE OF ORDERING AGREEMENT ARRANGEMENT

The University of the Philippines Los Baños (UPLB) identified the necessity of entering into Ordering Agreement arrangement for the procurement of various catering services requirement for its different end-users/subunits that the quantity and/or exact time of need cannot be accurately pre-determined and it is inadvisable to carry the same in stocks to avoid losses due to inventory spoilage and expiration.

C. TECHNICAL SPECIFICATIONS AND CONDITIONS OF AWARD

1. The different catering Items required by UPLB is as follows:
 - a. Breakfast, packed
 - b. Morning Snack, packed and plated/assisted buffet
 - c. Lunch, packed and plated/assisted buffet
 - d. Afternoon Snack, packed and plated/assisted buffet
 - e. Dinner, packed and plated/assisted buffet
 - f. Package 1: Morning Snack, Lunch and Afternoon Snack, packed and plated/assisted buffet
 - g. Package 2: Morning and Afternoon Snack, Lunch and Dinner, packed and plated/assisted buffet
 - h. Package 3: Morning Snack and Lunch or Lunch and Afternoon Snack, packed and plated/assisted buffet
2. The quantity and approved budget for the contract for each catering item is as follows:

PARTICULARS	QUANTITY	UOM	APPROVED BUDGET	
			UNIT COST	TOTAL COST
Breakfast (Packed)	491	pax	150.00	73,650.00
AM Snack (Packed)	17329	pax	80.00	1,386,320.00
Lunch (Packed)	6191	pax	180.00	1,114,380.00
Lunch (Assisted Buffet)	7263	pax	250.00	1,815,750.00
PM Snack (Packed)	6549	pax	80.00	523,920.00
Dinner (Packed)	220	pax	180.00	39,600.00
Package:1 AM+PMSnack+Lunch (Packed)	1984	pax	340.00	674,560.00
Package:1 AM+PMSnack+Lunch (Assisted Buffet)	1552	pax	450.00	698,400.00
Package:2 AM+PM Snack+Lunch+Dinner (Packed)	559	pax	520.00	290,680.00
Package:3 AM Snack+Lunch / PM Snack+Lunch (Packed)	2252	pax	260.00	585,520.00

3. The items specified above are divided into the following lots

LOT #	PARTICULARS	QUANTITY	UOM	APPROVED BUDGET	
				UNIT COST	TOTAL COST
1	AM Snack (Packed)	17329	pax	80.00	1,386,320.00
	Breakfast (Packed)	491	pax	150.00	73,650.00
	PM Snack (Packed)	6549	pax	80.00	523,920.00
	Package:2 AM+PM Snack+Lunch+Dinner (Packed)	559	pax	520.00	290,680.00
TOTAL FOR LOT 1=		2,274,570.00			
2	Lunch (Packed)	6191	pax	180.00	1,114,380.00
	Package:1 AM+PMSnack+Lunch (Packed)	1984	pax	340.00	674,560.00
	Package:3 AM Snack+Lunch / PM Snack+Lunch (Packed)	2252	pax	260.00	585,520.00
	Dinner (Packed)	220	pax	180.00	39,600.00
TOTAL FOR LOT 2=		2,414,060.00			
3	Lunch (Assisted Buffet)	7263	pax	250.00	1,815,750.00
	Package:1 AM+PMSnack+Lunch (Assisted Buffet)	1552	pax	450.00	698,400.00
TOTAL FOR LOT 3=		2,514,150.00			

4. The snack or meal shall have the following minimum requirements:

A. Breakfast, priced at **Maximum of PhP150.00**, shall include:

- 1 serving of plain rice (around 200g);
- 1 serving of hot coffee, chocolate or tea (at least 200 ml.);
- 1 boiled/or fried medium-sized egg; and
- 1 serving of any of the following:
 - Dried or smoked fish (at least 60 g);
 - Longganisa (at least 60 g);
 - Chicken/pork tocino (at least 100g);
 - Hotdog (at least 50g)
 - Corned beef (at least 100g);
 - Sautéed sardines (at least 100g);
 - Pork and beans (at least 150g);
 - Meat loaf (at least 80g);
 - Sausage (at least 70g);
 - Bacon (at least 50g); and

****Other breakfast dishes not included in the above choices may also be offered.**

B. SNACKS(AM or PM), **priced at Maximum of Php80.00**, shall include:

- 1 serving of drinks (at least 200 ml)
 - Softdrinks;
 - Coffee;
 - Iced tea;
 - Juice drink;
 - Bottled water

1 serving of any of the following:

1. Noodles such as, but not limited to, pancit/mami/lomi, etc. (at least 200g per serving); or Pasta dishes (at least 200g per serving); and
 - Plus a combination of any of the following: Street foods such as banana cue, turon, camote fries, etc. (at least 50g per serving);
 - Traditional Filipino delicacies such as “kakanin”, “suman”, etc. (at least 50g per serving);
 - Cakes or pastries (at least 50g per serving);
2. Clubhouse Sandwiches with filling of any of the following: egg, ham, cheese, tuna, hotdog, chicken, etc.(at least 3 layers of bread);
3. Dimsum-style meals (at least 100g per serving);

****Other snacks not included in the above choices may also be offered.**

C. LUNCH, priced at Maximum of Php180.00, shall include:

- 1 serving of plain rice (200 g/ 1 standard cup);
- 1 serving of any of the following:
 - Meat viands/or dishes such as pork or poultry or beef (at least 150g) with more lean meat and less fat;
- 1 serving of any of the following:
 - Fish viands,
- 1 serving of Vegetable viands/or dishes (at least 100g)
- 1 serving of Dessert
 - Fruits in season (at least 50 gms.)
 - Leche flan, gulaman (buko pandan/ coffee jelly, etc.)

****Other dishes not included in the above choices.**

- 1 serving of Drinks
 - Softdrinks
 - Iced Tea
 - Juice
 - Bottled Water

D. PLATED/ASSISTED BUFFET (LUNCH OR DINNER), priced at Maximum of Php250.00, shall include:

- 1 serving of plain rice (200 g/ 1 standard cup);
- 1 serving of any of the following:
 - Meat viands/or dishes such as pork or poultry or beef (at least 150g) with more lean meat and less fat;
- 1 serving of any of the following:
 - Fish viands,
- 1 serving of Vegetable viands/or dishes (at least 100g)
- 1 serving of Dessert
 - Fruits in season (at least 50 gms.)
 - Leche flan, gulaman (buko pandan/ coffee jelly, etc.)

****Other dishes not included in the above choices.**

- with free flowing Drinks
 - Softdrinks
 - Iced Tea

- Juice
- Coffee
- Buffet Style/ set-up: with waiter assisted serving,
- Utensils included

The Supplier-Bidder shall proposed in their bid documents at least five(5) meal or snack choices or menu and indicate the Nutritional Value per meal.

5. All packed meals and snacks shall be packed in environmentally-friendly packaging materials. Single-use plastic materials shall not be allowed.
6. Plated or assisted buffet meals and snacks shall include free-flowing or unlimited amount of drinking water and coffee/tea. The Supplier shall provide all necessary utensils, tables and chairs, table covers and place mats. Meals and snacks shall be served buffet-style with the assistance of waiters and food servers.
7. The supplier-bidder is required to indicate the unit cost of each item in each lot. A “No Offer” for an item in a lot shall render the supplier-bidder’s bid for the lot non-responsive. The Bids and Award Committee shall determine the Lowest Calculated Bid (LCB) on a per lot basis.
8. To ensure the quality of service and on-time delivery of services required by UPLB, a supplier-bidder shall be awarded only one (1) lot. In the event that a supplier-bidder is declared the Lowest Complying Responsive Bidder (LCRB) in two (2) or more lots, the supplier-bidder shall choose which lot shall be awarded to him. The BAC shall then determine the LCRB for the other lots from the next LCB.

D. MINIMUM REQUIREMENTS FOR BIDDERS

1. The Supplier-Bidder shall possess the following minimum eligibility requirements:
 - a. PhilGEPS Platinum Membership. In support thereof, the Supplier-Bidder shall submit the following Class “A” legal documents:
 - i. SEC/DTI/CDA Certificate of Business Registration
 - ii. Current/Valid Mayor’s or Business Permit
 - iii. Current/Valid Tax Clearance
 - iv. Audited Financial Statement for the last two(2) years, stamped received by the BIR.
2. The Supplier-Bidder must be in the catering/restaurant/food business for the last three(3) years.
3. The Supplier-Bidder is an existing food concessionaire of UPLB or has a business address or restaurant within one(1) kilometer any of the four (4) main entry points of the UPLB campus, namely Main Gate, Raymundo Gate, Jamboree Gate and Pili Road/IRRI Gate.
4. The Supplier-Bidder must have Sanitary and Health Permits/Clearances. Furthermore, all food handlers, waiters and other personnel of the Supplier-Bidder must have their personal medical clearances and health permits obtained from the UPLB University Health Service or any government-accredited health service facility, clinic or hospital.

E. INSPECTION AND DELIVERY INSTRUCTIONS

1. The Supplier shall deliver the meal or snacks items on the time and date and location specified in the Purchase Order.
2. The end-user immediately accept and cause the inspection of the items by the authorized UPLB inspectors and ensure that the Inspection and Acceptance Report is properly accomplished.

F. PURCHASE ORDER AND PAYMENT TERMS

1. The following documents shall be made integral parts of the Purchase Order(s) issued to the supplier
 - a. Notice of Award duly signed and accepted by the Supplier
 - b. Notice to Proceed
 - c. Ordering Agreement Contract
2. Purchase Orders shall be served to the Supplier at least three (3) calendar days before the activity or event requiring the catering services from the Supplier.
3. Terms and conditions of payment
 - a. Payment shall be made within fifteen (15) calendar days after delivery.
 - b. Required documents for payment are as follows:
 - i. Purchase Order duly signed and approved.
 - ii. BIR VAT registered Supplier's Invoice issued to UPLB
 - iii. Supplier's Delivery Receipt duly received /signed by UPLB's authorized representative (if applicable)
 - iv. Inspection and Acceptance Report

G. ORDERING AGREEMENT PROVISION

1. Within ten (10) calendar days from receipt by the winning Bidder of the Notice of Award, the winning bidder or its duly authorized representative shall formally enter into an Ordering Agreement with UPLB for an amount of One Peso to be paid by UPLB as a consideration for the option granted to UPLB to procure and avail of the catering services in the Order Agreement List when the need arises.
2. The Ordering Agreement shall not state or imply any agreement by UPLB to place future contracts or make orders with supplier provider.
3. The Ordering Agreement shall include the following:
 - a. Order Agreement List
 - b. Fixed contract price per item specified in the Order 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 and issuance of Purchase Order
 - f. Statement that the execution and issuance of Purchase Order shall be governed by the R.A. 9184 and it's IRR .
4. The Ordering Agreement, including the Order Agreement List, shall be valid only for a period of one (year) from the time the Ordering Agreement was entered into and executed by the parties, and shall not be extended beyond its lifetime.
5. The winning bidder(s) shall post a Performance Security, as applicable to guarantee the faithful performance of its obligations under the Ordering Agreement prior to the signing of the agreement based on the total contract price of the awarded items under the Ordering Agreement.

This will be in any of the following forms and required amount per schedule below:

Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)
1. Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	

2. Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	Five percent (5%)
3. Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%)

H. DELIVERY ORDER CONTRACT / PURCHASE ORDER

1. UPLB shall issue a Purchase Order in lieu of the Delivery Order Contract for the ordering and delivery of the item identified in the Order Agreement List in favor of the winning bidder to obligate the latter to deliver according to the terms and conditions stated in the Ordering Agreement. The items included in the Purchase Order shall be drawn only from the meal or snack items in the Ordering Agreement contract.
2. UPLB may execute as many Purchase Orders for the same line item as may be needed within the validity of the Ordering Agreement; provided that the subsequent Purchase Orders shall have the same unit price as originally stated in the Ordering Agreement and shall not exceed the estimated quantity in the Order Agreement List and the aggregate amount shall not exceed the total contract price specified in the Ordering Agreement. No other costs are authorized unless otherwise specified in the Ordering Agreement
3. UPLB may issue a Purchase Order requiring delivery to multiple destinations within the UPLB campus.

I. REPEAT ORDER

1. No Repeat Order for an item in the Order Agreement List shall be allowed until after UPLB has exhausted the estimated quantity for the same item specified therein or after the Ordering Agreement has expired, whichever comes first, and subject to the conditions provided in Section 51 of R.A. 9184 and its IRR. For this purpose, any Repeat Order shall be availed of only within six (6) months from the date of the last or final Purchase Order for a specific item where the estimated quantity has been exhausted, or from the expiration of the Ordering Agreement.
2. In case a 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.

J. IMPLEMENTATION AND TERMINATION OF ORDERING AGREEMENT

1. The Supplier hereby warrants that the goods subject of the P.O. are free from latent defects and spoilage. The Supplier shall ensure that the quality of food, either raw, processed or cooked complies with established sanitation standards.
2. UPLB reserves the right to inspect the premises of the Supplier where the food are being prepared. The UPLB inspection team shall be composed of members of the UPLB Bids and Awards Committee Technical Working Group, a representative from the UHS and Institute of Human Nutrition and Food. Any violation of existing government sanitation standards shall become a ground for the termination of the Ordering Agreement Contract.

3. After receipt by the supplier of the Purchase Order, it shall deliver the items within the period specified in the Ordering Agreement, unless a different time is provided in the Purchase Order; in which case, the period stated in the latter shall prevail.
4. UPLB reserves the right to suspend/cancel delivery of the items covered by herein order in the event of strikes, accident or other contingencies beyond control.
5. It is understood that the failure of UPLB to demand strict compliance with any or all of the terms and conditions of the Purchase Order (P.O.) shall not be considered as a waiver and/or estoppel on the part of UPLB for the enforcement of its rights in connection hereof shall be deemed as waiver of any subsequent breach of the same or any other term and condition contained hereunder.
6. The Supplier agrees and obligates to finally and unconditionally abide by the decisions of UPLB on the interpretation or construction of any term, condition or stipulation contained in the P.O.
7. Supplier's failure to deliver specified goods when due will authorize UPLB to impose a penalty equivalent to the maximum liquidated damages of 10% of the Purchase Order price which shall be deductible from any money which may become due the Supplier, or to recover from Supplier's performance bond filed under this contract, if there is any.
8. In case of breach or violation by the SUPPLIER of any provision of this Agreement, the SUPPLIER shall pay UPLB, by way of liquidated damages the sum equivalent to ten percent (10%) of the total contract price. It is understood that the damages herein provided are fixed, agreed and liquidated damages, and that to be entitled to such damages, the UPLB shall not be required to prove that it has incurred actual damages.
9. The Supplier agrees to hold the UPLB free and harmless from any and all liabilities, or damages of whatever nature either connected with or occasioned by, or arising from the P.O. or implementation of the same.
10. Should UPLB be constrained to file a case to obtain court relief against the Supplier, the latter will hold itself liable to pay an amount equivalent to twenty percent (20%) of the amount claimed in the complaint as attorney's fees, aside from the costs of the litigation and other expenses which may entitle the UPLB to recover from the Supplier any and all actions arising from this Agreement which any party may decide to institute shall be filed with proper court in the City of Calamba, Laguna.