



REPUBLIC OF THE PHILIPPINES
COMMISSION ON HUMAN RIGHTS

**TERMS OF REFERENCE
PROCUREMENT OF VARIOUS LEASE OF VENUES FOR CY 2020 THROUGH
ORDERING AGREEMENT ARRANGEMENT FOR THE
COMMISSION ON HUMAN RIGHTS**

A. OVERVIEW

The Commission on Human Right 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 various venues/hotels for CY 2019. Thus, it will procure the lease of venues/hotels through Public Bidding following the arrangement/procedure of "Ordering Agreement" pursuant to the Government Procurement Policy Board (GPPB) Resolution No. 01-2012 dated January 27, 2012 and Appendix 26 of the Revised Implementing Rules (IRR) of Republic Act (RA) 9184 which is otherwise known as the "Revised Guidelines on the Use of Ordering Agreement."

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 Ordering Agreement arrangement for the procurement of various hotels/venues 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

1. The different hotels/venues for various activities required by the CHR are as follows:

LOT 1 - January to December – Venue or Hotel located in Metro Manila BUT within 20 kilometer radius from CHR Central Office

LOT 2 – January to December - Within the vicinity of the Province of Rizal

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2. The different hotels/venues for various activities that can provide accommodation for the following types of rooms:

- i. Single room
- ii. Twin-sharing room
- iii. Triple-sharing room
- iv. Quadruple-sharing room
- v. Dormitory-typed room

3. The different hotels/venues for various activities should provide the following type of meals:

- i. Complimentary Breakfast (in cases of accommodation)
- ii. Morning Snack
- iii. Lunch
- iv. Afternoon Snack
- v. Dinner

a. MORNING OR AFTERNOON SNACK (packed/plated)

- 1 serving of drinks (at least 200 ml.)
 - Softdrinks/Juices
 - Coffee or Hot Chocolate
 - Iced tea
 - Buko juice
 - Bottled water
- 1 serving of any of the following:
 - i. Noodles with chicken, NO pork, such as but not limited to, pancit/mami/lomi, etc. (at least 200 grams per serving); OR pasta dishes (at least 200 grams per serving)
 - Plus, a combination of any of the following: Street foods such as bananacue, turon, camote fries, etc. (at least 50 grams per serving)
 - Traditional Filipino delicacies such as kakanin, suman, etc. (at least 50 grams per serving);
 - Cakes or pastries (at least 50 grams per serving)
 - ii. Clubhouse sandwiches with filling of any of the following combination: 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)
 - iii. Dimsum-style meals (at least 100 grams per serving)
 - iv. Congee or Lugaw or Arrozcaldo (at least $\frac{3}{4}$ full of medium-sized bowl) with Egg

b. LUNCH or DINNER (assisted or managed buffet)

- 1 serving of rice (at least 200 grams or 1 standard cup)
- 2 Main dishes:
 - Meat viands/dishes such as pork or chicken or beef (at least 150 grams) with more lean meat and less fat
 - Fish viands (except crême dory)
- 1 serving of Noodles chicken, NO pork, such as but not limited to, pancit/mami/lomi, etc. (at least 200 grams per serving); OR pasta dishes (at least 200 grams per serving)
 - 1 serving of Vegetable viands/dishes (at least 100 grams)
 - 1 serving of Dessert

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- Fruits in season (at least 50 grams)
- Leche Flan, gulaman (buko pandan/coffee jelly, etc.)

- 1 serving of any of the following **Drinks***:
 - Softdrinks/Juices
 - Iced Tea
 - Buko juice

***with free flowing brewed coffee, water and tea**

4. The service provider **must NOT use** the following materials/items during meal time:
 - a. plastic cups
 - b. styrofoam
 - c. plastic straw
 - d. Food/juice in tetra pack packaging
 - e. Plastic utensils

5. The service provider **MUST be** mindful of the following **inclusions**:
 - a. Provision for disposable table napkins
 - b. Proper disposal of trash
 - c. Use of environment-friendly water container for bottled water/juice
 - d. Maintenance of sanitary and slipped-free environment

6. The different hotels/venues for various activities that can provide free use of conference room/s which can accommodate the following number of pax:
 - i. Good for 15 pax
 - ii. Good for 20 pax
 - iii. Good for 30 pax
 - iv. Good for 40 pax
 - v. Good for 50 pax
 - vi. Good for 60 pax
 - vii. Good for 70 pax
 - viii. Good for 80 pax
 - ix. Good for 100 pax (for big events only)
 - x. Good for 150 pax (for big events only)
 - xi. Good for 350 pax (for big events only)
 - xii. Good for 400 pax (for big events only)

Inclusions:

- a. Free use of LCD projector screen and LCD projector
- b. Three (3) wireless microphones
- c. Sound system
- d. Flip chart
- e. Two (2) white board markers
- f. Free use of wifi connection
- g. Set up of the conference room, *i.e.* Classroom set-up, U-shape, etc. (to be determined in the Ordering Agreement)
- h. The winning service provider must warrant the use of LED light
- i. Free use of venue/hotel amenities, e.g. swimming pool, spa, etc.
- j. Complimentary parking

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7. The approved budget ceiling per vicinity/location are as follows:

PARTICULARS	APPROVED BUDGET CEILING
LOT 1 – January to December 2020 Venue or Hotel located in Metro Manila BUT within 20 kilometer radius from CHR Central Office <ol style="list-style-type: none"> a. Single room b. Twin-sharing room c. Triple-sharing room d. Quadruple-sharing room 	<p style="text-align: center;">PhP1,000.00/pax for meeting package only (inclusive of AM and PM snacks and assisted/managed buffet Lunch, and use of conference room and sound system)</p>
	<p style="text-align: center;">PhP2,500.00/pax [inclusive of accommodation, full meal package (with complimentary breakfast) and use of conference room and sound system]</p>
LOT 2 – January to December 2020 Within the vicinity of the Province of Rizal <ol style="list-style-type: none"> a. Single room b. Twin-sharing room c. Triple-sharing room d. Quadruple-sharing room e. Dormitory-typed room 	<p style="text-align: center;">PhP900.00/pax for meeting package only (inclusive of AM and PM snacks and assisted/managed buffet Lunch, and use of conference room and sound system)</p>
	<p style="text-align: center;">PhP1,800.00/pax [inclusive of accommodation, full meal package (with complimentary breakfast) and use of conference room and sound system]</p>

8. The minimum guaranteed number of pax per activity is Fifteen (15).

9. The **Approved Budget for the Contract (ABC)** that is based on **FY 2020 National Expenditure Program (NEP)** as submitted by the Office of the President to Congress of the Philippines is **Nineteen Million Three Hundred Thirty-seven Thousand Six Hundred Pesos (PhP19,337,600.00)**, subject to the approval of **FY 2020 General Appropriations Act (GAA)**.

D. MINIMUM QUALIFICATIONS OF PROSPECTIVE BIDDERS

i. Prospective bidders must have been engaged in business of catering services for at least three (3) years prior to the opening of bids, and that are 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 Platinum Certificate of Membership.

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

i. Bidding will be conducted through an open competitive bidding under Section 10 of the 2016 Revised IRR of RA 9184.

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- ii. 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.
- iii. The recommendation of the award of contract shall be made 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 the 2016 Revised IRR of RA 9184.
- iv. **Prospective bidders must submit bid price** in accordance with the determined "approved budget ceiling". **Bids received in excess of the "approved budget ceiling" per meal item shall be automatically rejected at bid opening.**

F. APPLICATION OF APPENDIX 26 OF THE 2016 REVISED IRR OF RA 9184 – REVISED GUIDELINES ON THE USE OF ORDERING AGREEMENT

- i. The CHR will use and follow the prescribed rules and regulations under Appendix 26 of the Revised IRR of RA 9184 on Ordering Agreement.

G. ORDERING AGREEMENT PROVISION

- i. Within the period of ten (10) calendar days from the issuance of CHR of the Notice of Award (NOA) with the LCRB, the latter will enter into an "Ordering 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 CHR to procure and avail of the lease of venue in the Ordering Agreement List when the need arises.
- ii. The Ordering Agreement shall not state or imply any agreement by CHR to place future contracts or make orders with service provider.
- iii. The Ordering Agreement shall include the following:
 - Order Agreement List
 - Fixed contract price per item specified in the Ordering Agreement List
 - Delivery terms and conditions
 - Terms of payment
 - Specification that the perfection of the actual procurement contract shall be reckoned from the execution and issuance of the Purchase Order (P.O.)
 - Delivery Order Contract (DOC)
 - Statement that the execution and issuance of P.O. shall be governed by RA 9184 and its Revised IRR.
- iv. The Ordering Agreement, including the Order Agreement List, shall be valid only until December 29, 2020 which was entered into and executed by the parties, and shall not be extended beyond said date.
- v. The winning service provider(s) shall post a Performance Security, as applicable, to guarantee the faithful performance of its obligation under the Ordering Agreement prior to signing of the Agreement based on the total contract price of the awarded meals/catering items under the Ordering Agreement.

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vi. The Performance Security shall be in any of the allowable form under Section 39.2 of the Revised IRR of RA 9184, to wit:

Form of Performance Security	Amount of Performance Security (Not less than the required percentage of the Total Contract Price)
1. Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Five percent (5%)
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.	
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/P.O.

- i. The CHR shall issue several P.O.s and Delivery Order Contracts (DOC) for the ordering and delivery of services as identified in the Ordering Agreement List in favor of the winning service provider to obligate the latter to implement the contract according to the terms and conditions stated in the Ordering Agreement. The services included in the P.O. shall be drawn only from the services identified in the Ordering Agreement contract.
- ii. The CHR may issue as many P.O. and DOC as may be needed within the validity of the Ordering Agreement, provided that the subsequent P.O. and DOC shall have the same unit price per pax as originally stated in the Ordering Agreement and shall not exceed the estimated quantity in the Ordering 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.

I. INSPECTION AND DELIVERY OF SERVICES

- i. The Service Provider shall deliver the services on the time, date and location specified in the Ordering Agreement Arrangement.
- ii. The end-user shall immediately inspect and accept 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 Acceptance and Inspection Report is accomplished.

J. IMPLEMENTATION AND TERMINATION OF ORDERING AGREEMENT

- i. The winning service provider shall warrant that the goods subject of P.O. and DOC 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.
- ii. The CHR reserves the right to conduct ocular inspection of the premises of the winning service provider whether it satisfies the required technical specifications. The CHR

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inspection team shall be composed of representatives from: (1) end-user; (2) GAO-GSD; and (3) PD. Any violation of existing government sanitation standards shall become a ground for the termination of the Ordering Agreement Contract.

- iii. The CHR reserves the right to suspend/cancel delivery of services in the event of strikes, accident, change of date or postponement of the activity or any other contingencies beyond the control of CHR.
- iv. Extension of delivery/performance time shall be upon written request of the supplier/service provider and upon approval by the procuring entity after consideration of reasonable and justifiable causes.
- v. 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 Ordering Agreement has been exhausted; or
 - b) When the specified duration of the Ordering Agreement has expired.
- vii. All other rules governing contract implementation and termination under RA 9184, its IRR, and relevant procurement policies shall be applicable.

K. REPEAT ORDER

- i. No Repeat Order for an item in the Order Agreement List shall be allowed until after the CHR 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 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 Ordering 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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