



Republic of the Philippines
Supreme Court
Manila

**BIDS AND AWARDS COMMITTEE
FOR GOODS AND SERVICES
(SC-BAC-GS)**

BIDDING DOCUMENTS

**PHILIPPINE JUDICIAL ACADEMY
TRAINING CENTER FOOD AND
BEVERAGE CONCESSION FOR
TWO (2) YEARS**



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Section I. Invitation to Bid

The Supreme Court now invites bids for the PhilJA Training Center Food and Beverage Concession located at Tagaytay City. The period of contract shall be for two (2) years. The maximum package rate per person is **One Thousand Five Hundred Seventy Pesos (₱1,570.00)**, inclusive of taxes.

The Supreme Court Bids and Awards Committee for Goods and Services (SC-BAC-GS) now invites bids for the above-stated procurement. Bidders should have completed, within five (5) years from the date of submission and receipt of bids, contracts similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly in Section II, Instructions to Bidders. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “pass/fail” criterion as specified in the Implementing Rules and Regulations (IRR) of Republic Act No. 9184, otherwise known as the “Government Procurement Reform Act.” Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines.

A complete set of Bidding Documents may be purchased by interested bidders starting **May 2, 2022 (Monday); 9:00 a.m. to 4:00 p.m** from the address below and upon payment of a nonrefundable fee for the Bidding Documents **in the amount of Five Hundred Pesos (Php500.00)**. It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Supreme Court, provided that Bidders shall pay the nonrefundable fee for the Bidding Documents not later than the submission of their bids.

The SC-BAC-GS will hold the **Pre-Bid Conference on May 10, 2022 (Tuesday), 3:00 P.M.** within its premises and/or through video conferencing or webcasting via **Microsoft Teams**, which shall be open to prospective bidders. *In order to participate in the Pre-Bid Conference, interested bidders shall send a letter of intent (via electronic mail) containing the names and email addresses of interested participants on or before May 10, 2022 (Tuesday), 10:00 a.m.* Kindly coordinate with the SC-BAC-GS Secretariat prior to said date for further details and instructions.

Bids must be duly received by the SC-BAC-GS Secretariat through manual submission at the office address indicated below on or before **May 24, 2022 (Tuesday), 10:00 a.m.** Late bids shall not be accepted. All Bids must be accompanied by a Bid Securing Declaration included in the Bidding Documents.

Bid opening shall be on **May 24, 2022 (Tuesday), 3:00 p.m.** at the given address below and/or via **Microsoft Teams**. Bids will be opened in the presence of the bidders’ representatives who choose to attend the activity, via video-conferencing.



The Supreme Court reserves the right to accept or reject any and all bids, to annul the bidding process, declare a failure of bidding, or not award the contract at any time prior to contract award without thereby incurring any liability to the affected bidder or bidders.

For further information, please refer to:

Bids and Awards Committee for Goods and Services (SC-BAC-GS) Secretariat
Office of Assistant Court Administrator Lilian C. Barribal-Co
3rd Floor, Supreme Court Old Building, Taft Ave., Manila.
e-mail address: bacgs.sc@judiciary.gov.ph; scbacgs2010@gmail.com
Telephone No. (02) 8536-9233

For downloading of Bidding Documents, you may visit:
<https://sc.judiciary.gov.ph/bids-and-awards/>

May 2, 2022

Sgd.
LILIAN C. BARRIBAL-CO
Assistant Court Administrator
and Chairperson, SC-BAC-GS



Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, Supreme Court of the Philippines, wishes to receive Bids for the PhilJA Training Center Food and Beverage Concession for Two (2) Years, with identification number ITB No. 2022-09.

The Procurement Project (referred to herein as “Project”) is composed of two (2) lots, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

The maximum rate per person is One Thousand Five Hundred Seventy Pesos (₱1,570.00) per person. The rental amount is Thirty Five Thousand Pesos (₱35,000.00).

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex “I” of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.



- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to the ABC (maximum package rate per person).
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under **ITB** Clause 18.

7. Subcontracts

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that subcontracting is not allowed.

- 7.2. *[If Procuring Entity has determined that subcontracting is allowed during the bidding:]* The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.3. *[If subcontracting is allowed during the contract implementation stage:]* The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
- 7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing / webcasting} as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the



IB, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within five (5) years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.



- b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 13.2. Payment of the contract price shall be made in Philippine Pesos.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *one hundred twenty (120) calendar days from the bid opening*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

- 16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

17. Opening and Preliminary Examination of Bids



- 17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

- 17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

18. Domestic Preference

- 18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as one (1) project having several items grouped into several lots, which shall be awarded as separate contracts per lot.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

- 20.1. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid



through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

- 21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.



Section III. Bid Data Sheet

ITB Clause							
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> a. Food and Beverage Concession b. completed within five (5) years prior to the deadline for the submission and receipt of bids. <p>In addition, the bidder must have proven track record in the catering service industry/operation with the following eligibility requirements:</p> <ol style="list-style-type: none"> 1. Certification of the bidder/concessionaire, under oath, that it is in the catering operation business for at least two (2) years immediately preceding the date of bidding. The certification should also provide a list of clients previously catered indicating their respective addresses and the number of persons/guests served. 2. The bidder/concessionaire shall employ an experienced cook, however, a professional chef would be a plus factor. 3. The bidder/concessionaire shall certify that it is complying with existing labor laws. 						
7.1	Subcontracting is not allowed.						
10	<p>Instructions regarding indexing of Eligibility and Technical Components:</p> <p>The bidding shall make use of the two-envelope system; i.e., the first envelope for the Technical Component and the second envelope for the Financial Component of the bid.</p> <p>The first envelope (Technical Component) shall contain the eligibility and technical documents. The bidder shall submit the documents provided in Section VIII (Checklist of Technical and Financial Documents) that must be indexed as follows:</p> <table border="1" style="width: 100%; margin-top: 10px;"> <thead> <tr> <th colspan="2" style="text-align: center;">ENVELOPE NO. 1 – TECHNICAL COMPONENT (ELEGIBILITY & TECHNICAL DOCUMENTS)</th> </tr> <tr> <th style="width: 20%; text-align: center;">INDEX TABS</th> <th style="text-align: center;">LEGAL DOCUMENTS</th> </tr> </thead> <tbody> <tr> <td style="text-align: center; vertical-align: top;">I-1</td> <td>Valid PhilGEPS Certificate of Platinum Registration and Membership (all pages) in accordance with Section 8.5.2. of the 2016 Revised IRR of RA No. 9184 (per GPPB Resolution No. 15-2021 dated 14 October 2021).</td> </tr> </tbody> </table>	ENVELOPE NO. 1 – TECHNICAL COMPONENT (ELEGIBILITY & TECHNICAL DOCUMENTS)		INDEX TABS	LEGAL DOCUMENTS	I-1	Valid PhilGEPS Certificate of Platinum Registration and Membership (all pages) in accordance with Section 8.5.2. of the 2016 Revised IRR of RA No. 9184 (per GPPB Resolution No. 15-2021 dated 14 October 2021).
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I-2	Registration certificate issued by the (a) Securities and Exchange Commission (SEC) including Articles of Incorporation, for a corporation; (b) Department of Trade and Industry (DTI), for a sole proprietorship; or (c) Cooperative Development Authority (CDA), for a cooperative.
I-3	Valid and subsisting Mayor's permit or license issued by the city or municipality where the principal place of business of the prospective bidder is located.
I-4	Tax Clearance (latest) per Executive Order No. 398, Series of 2005, as finally reviewed and approved by the BIR.
	TECHNICAL DOCUMENTS
I-5	Past and present clientele for the last two (2) years and copies of contracts between the bidder and the clients
I-6	<p>Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid.</p> <p>The statement shall be supported by the following documents:</p> <ol style="list-style-type: none">1. Copies of the Contracts; and (If there is no contract, the purchase order (P.O.) may be submitted as long as the terms and conditions are included therein.)2. Copies of the Notice of Award (NOA) or Notice to Proceed (NTP) (For private contracts, NOA or NTP shall not be required.) <p><i>(See sample Form VIII-A in Section VIII)</i></p>
I-7	Original copy of Notarized Bid Securing Declaration <i>(use Form VIII-B in Section VIII)</i>
I-8	Schedule of Requirements (Sample Menu for Breakfast, Lunch, Dinner and Snacks for at least five (5) days without duplication) <i>(Sample format in Section VI)</i>
I-9	Conformity with the Technical Specifications / Terms of Reference <i>(Accomplish/use form in Section VII)</i>



	I-6-a, I-6-b, I-6-c, etc.	Corresponding to each set of supporting documents in relation to the Bidder's conformity with the technical specifications as enumerated and specified in Sections VI and VII, if any.
	I-10	<p>Original duly signed Omnibus Sworn Statement (OSS) <i>(use Form VIII-C in Section VIII)</i>;</p> <p><i>Note: The Omnibus Sworn Statement needs to be submitted under oath. The Community Tax Certificate is no longer considered competent evidence of identity. In accordance with a Resolution of the Supreme Court, the phrase "competent evidence of identity" refers to the identification of an individual based on any of the following:</i></p> <p><i>"at least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay Certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, National Council for the Welfare of the Disabled Persons (NCWDP) certification; xxx"</i></p> <p>and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder</p>
	I-11	<p>Company profile which shall include information on the number of years in the business and the list of its officers.</p> <p>Names, addresses and location sketches of main office and branch office/s if any, and warehouse and service facilities with their respective telephone numbers including photo showing the company's business name.</p>



	I-12	Authority of the representative / signatory.
	I-13	List of Equipment and Other Materials to be pledged to the PTC, subject to approval of the PhilJA.
	I-14	Latest Sanitary Permit issued by the Office of the City Health Officer of the principal place of business of the bidder.
	I-15	Health certificates, issued by the Office of the City Health Officer of the principal place of business of the bidder to the persons employed by the canteen concessionaire to be assigned to the PhilJA Training Center canteen.
	I-16	SSS, Philhealth and Pag-ibig membership including receipts of latest remittances to said institutions.
	I-17	Certification of the bidder/concessionaire, under oath, that it is in the catering/canteen operation business for at least two (2) years immediately preceding the date of bidding. The certification should also provide a list of clients previously catered/served indicating their respective addresses and the number of persons/guests served.
	I-18	Manpower requirements: List of Experienced Chefs/Cooks, Waiters/Waitresses, Cahiers, Dishwashers, etc.
	I-19	Certification under oath that the bidder/concessionaire of its compliance to existing labor laws
		FINANCIAL DOCUMENTS
	I-20	2021 Audited Financial Statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions
		Class "B" Document
	I-21	If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence; or duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.
11		Instructions regarding indexing of financial documents: The second envelope shall contain documents comprising the financial component of the bid indexed as follows:



	<table border="1"><thead><tr><th>INDEX TABS</th><th>FINANCIAL DOCUMENTS</th></tr></thead><tbody><tr><td>II-1</td><td>Original of duly signed and accomplished Financial Bid Form (<i>see Form VIII-D in Section VIII</i>).</td></tr><tr><td>II-2</td><td>Original of duly signed and accomplished Bid Price Schedule (s) (<i>original Form VIII-E found in Section VIII must be submitted, no recopying or retyping shall be allowed</i>)</td></tr></tbody></table>	INDEX TABS	FINANCIAL DOCUMENTS	II-1	Original of duly signed and accomplished Financial Bid Form (<i>see Form VIII-D in Section VIII</i>).	II-2	Original of duly signed and accomplished Bid Price Schedule (s) (<i>original Form VIII-E found in Section VIII must be submitted, no recopying or retyping shall be allowed</i>)
INDEX TABS	FINANCIAL DOCUMENTS						
II-1	Original of duly signed and accomplished Financial Bid Form (<i>see Form VIII-D in Section VIII</i>).						
II-2	Original of duly signed and accomplished Bid Price Schedule (s) (<i>original Form VIII-E found in Section VIII must be submitted, no recopying or retyping shall be allowed</i>)						
14.1	The bid security shall be in the form of a Bid Securing Declaration.						
15	<p>Instructions re: Sealing and Marking of bids:</p> <p>Each bidder shall submit three (3) copies of the technical and financial components of its bid: one (1) certified true copy of the original documents and two (2) photocopies thereof.</p> <p>The bidders shall enclose the technical components (eligibility and technical documents) in one sealed envelope and the financial component in another sealed envelope with the following markings on each of the two envelopes:</p>						



TECHNICAL COMPONENT

BID FOR THE
Philippine Judicial Academy Training Center Food and Beverage Concession for Two (2) Years

[COMPANY NAME]
[COMPANY ADDRESS]
[E-MAIL ADDRESS]

HON. LILIAN C. BARRIBAL-CO
Chairperson
SUPREME COURT BIDS AND AWARDS COMMITTEE
FOR GOODS AND SERVICES
(SC-BAC-GS)

DO NOT OPEN BEFORE **24 MAY 2022; 3:00 P.M.**

Check one:

- Original - Technical Component
- Copy No. 1 - Technical Component
- Copy No. 2 - Technical Component

FINANCIAL COMPONENT

BID FOR THE
Philippine Judicial Academy Training Center Food and Beverage Concession for Two (2) Years

[COMPANY NAME]
[COMPANY ADDRESS]
[E-MAIL ADDRESS]

HON. LILIAN C. BARRIBAL-CO
Chairperson
SUPREME COURT BIDS AND AWARDS COMMITTEE
FOR GOODS AND SERVICES
(SC-BAC-GS)

DO NOT OPEN BEFORE **24 MAY 2022; 3:00 P.M.**

Check one:

- Original - Financial Component
- Copy No. 1 - Financial Component
- Copy No. 2 - Financial Component

The two envelopes shall be enclosed and sealed in one single envelope containing the following marking:

BID FOR THE

Philippine Judicial Academy Training Center Food and Beverage Concession for Two (2) Years

[COMPANY NAME]
[COMPANY ADDRESS]
[E-MAIL ADDRESS]

HON. LILIAN C. BARRIBAL-CO
Chairperson
SUPREME COURT BIDS AND AWARDS COMMITTEE
FOR GOODS AND SERVICES
(SC-BAC-GS)

DO NOT OPEN BEFORE **24 MAY 2022; 3:00 P.M.**

- Original Bid
- Copy No. 1
- Copy No. 2



17	<p>Bid opening shall be conducted at 3:00 p.m. on <u>May 24, 2022 (Tuesday)</u> within the Supreme Court, Taft Avenue, City of Manila. The following are the rules to be observed:</p> <ol style="list-style-type: none">a. Pursuant to the Supreme Court Workplace Protocol, prospective bidders submitting their respective bids shall be invited to attend the opening of bids via video conferencing thru Microsoft Teams application.b. Only one (1) e-mail address is required and shall be submitted by the prospective bidder. Only the declared e-mail address shall be allowed access to the video conference.c. The access link for the video conference will be sent to the declared e-mail address. <p>The bidders shall be notified and invited by the Secretariat on the day of the opening of the bids via videoconferencing thru the declared e-mail address.</p> <p>The Opening of the Bids shall be conducted via video-conferencing and actual face to face meeting. Named members of the SC-BAC-GS shall be physically present during the opening of the bids to physically assess and evaluate the bids submission of the bidders while the bidders as well as the other members of the SC-BAC-GS shall be in attendance through video-conferencing to ensure transparency of the proceedings.</p> <p>After the preliminary evaluation of bids, only the financial envelope of bidders who passed in their respective submission of the technical components shall be opened.</p> <p>Should the bidder passed in its submission of the financial component, the bid submission will be forwarded to the end-users for the conduct of the detailed technical evaluation using the criteria set forth in the Terms of Reference in Section VII, which may include food tasting, etc.</p>
19.3	<p>One (1) Lot – <i>Philippine Judicial Academy Food and Beverage Concession for Two (2) Years</i></p>
20.2	<p>For purposes of post-qualification, the Procuring Entity requires the Bidder with the Lowest Calculated Bid (LCB) to submit the following documentary requirements within a non-extendible period of five (5) calendar days from receipt by the bidder of the notice the SC-BAC-GS that it submitted the LCB:</p> <ol style="list-style-type: none">1. The latest income tax returns and business tax returns filed and paid through the BIR Electronic Filing and Payment System (EFPS):



	<p>Note: The latest income and business tax returns are those within the last six (6) months preceding the date of bid submission.</p> <ol style="list-style-type: none">2. Valid and subsisting Platinum Certificate of PhilGEPS Registration with Annex “A” documents3. Other appropriate licenses and permits required by law.
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Section IV. General Conditions of Contract

1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184. *{[Include if Framework Agreement will be used:] In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.}*

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project *{[Include if Framework Agreement will be used:] or Framework Agreement}* specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.



All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

5. Warranty

- 5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.



Section V. Special Conditions of Contract

GCC Clause	
1	<p>Refer to Section VI. Schedule of Requirements, Section VII. Technical Specifications (Terms of Reference) and other provisions if any to be determined by the Proponent.</p> <p>The Supplier is required to provide all the goods and services as specified in Section VI. Schedule of Requirements and Section VII. Technical Specifications (Terms of Reference).</p>
2.2	Refer to Section VII. Technical Specifications (Terms of Reference)
4	The inspections and tests that will be conducted are to be determined by the Philippine Judicial Academy Training Center.
5	No further instructions.
6	No further instructions.



Section VI. Schedule of Requirements

***This form itself must be submitted.
 Recopying is not allowed and may be a ground for disqualification.***

PhilJA TRAINING CENTER FOOD AND BEVERAGE CONCESSION FOR TWO (2) YEARS

Sample menu for Breakfast, Lunch, Dinner and Snacks for at least five (5) days without duplication, following the guidelines set forth in the Terms of Reference using the following format:

	Breakfast	AM Snacks	Lunch	PM Snacks	Dinner
During Trainings, Programs and Activities (TPAs)	Egg Meat Fish Rice Dessert Coffee / Hot Chocolate	Choice of: Sandwich Pasta/Noodles Pastries and Juice/Soda	Salad Beef Chicken or Pork Fish Vegetable Rice Dessert Juice/Soda	Choice of: Sandwich Pasta/Noodles Pastries and Juice/Soda	Salad Beef Chicken or Pork Fish Vegetable Rice Dessert Juice/Soda
With overflowing coffee for the whole day					
Day 1					
Day 2					
Day 3					
Day 4					
Day 5					

I hereby certify to comply and deliver all the above requirements:

Name of Company/Bidder	Signature over Printed Name of Representative	Date
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Section VII. Technical Specifications

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, where applicable, 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).

***This form itself must be submitted.
Recopying is not allowed and may be a ground for disqualification.***

Terms of Reference for the PhilJA Training Center Food and Beverage Concession for Two (2) Years

Guiding Principles

1. The Dining Area and other areas to be designated for Food and Beverage Services of the PTC shall be open to concessionaire-type of set-up to any qualified individual or company based on the stated requirements herewith.
2. The concessionaire shall have exclusive contract for all training programs and activities conducted by the Academy, its development partners, and other public and private institutions, within the PTC premises.
3. The concessionaire shall pay for the rental of the facility, in the amount of Thirty-Five Thousand Pesos (₱35,000.00) per month inclusive of utilities (water and electricity) and use of existing PTC owned kitchen equipment (e.g. stove and refrigerator).
4. In the occurrence of Force Majeure situation, the concessionaire shall have the option for the reconsideration of the terms of payment, subject to the deliberation of the Chancellor and the PTC Executive Committee with the approval of the Court.
5. The contract shall be for a period of two (2) years.

Specific Guidelines for Interested Concessionaires

A. Basic Prequalification Requirements

1. Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship,



- or Cooperative Development Authority (CDA) for cooperatives, or any proof of registration as stated in the BDS.
2. Mayor's permit issued by the city or municipality where the principal place of business of the prospective bidder is located;
 3. Statement of all its on-going and completed government and private contracts within the period stated in the BDS, including contracts awarded but not yet started, if any. The statement shall include, for each contract, the following:
 - a. Name of contract;
 - b. Date of contract;
 - c. Kinds of Goods;
 - d. Amount of contract and value of outstanding contracts;
 - e. Date of delivery; and
 - f. End user's acceptance or official receipt (s) issued for the contract, if completed; and
 - g. Audited financial statements, stamped "received" by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions, for the preceding calendar year, which should not be earlier than two (2) years from bid submission.
 4. Such other papers or documents as may be required from time to time by the Academy and BAC-GS.

B. Scope of Services to be Provided by the Concessionaire

1. Undertake to serve the guests and participants of all training programs, and activities of the PHILJA and other institutions within and outside the Judiciary to be conducted at the PTC, Tagaytay City.
2. Provide PTC employees and guests, whenever possible, a canteen type of set-up with a weekly menu and corresponding prices.
3. Arrange directly with PHILJA Finance/Focal Person (for PHILJA TPAs), and coordinators (for other institutions), the specific F & B requirements in coordination with Sales and Marketing, Operations Division, PTC.
4. Provide a wide selection of locally sourced, Filipino and international cuisine to the focal person and coordinators based on the allowable cost (for PHILJA) and as agreed upon with Non-PHILJA clients.
5. Start its operations based on the agreed contract with mandatory cleaning time before and after the TPA.
6. Provide a separate kitchen outside the PTC premises but within the locality as much as possible.



C. Indemnification

The Concessionaire shall assume all risks related with the preparation of food and beverage supplied under the contract, including matters of health and safety associated thereof. The Concessionaire shall be responsible to the client or affected individual for any incident resulting in personal injury, accident, or illness, including death and property loss arising from any and all food products provided under the contract.

D. Schedule of Operations

1. Start its operations promptly to provide food service to Trainings, Programs, and Activities (TPAs) based on the terms agreed upon with the activity team leader/focal person and in coordination with the PTC.

E. Health and Safety

1. Display its duly authorized Sanitation and Business permits at all times.
2. Ensure proper handling and preparation of food based on the guidelines as provided for by PTC and government agencies, both local and national.
3. Maintain cleanliness and orderliness of the Dining Area, Kitchen, and other areas where food is served at all times. The PTC reserves the right to inspect the said premises anytime.
4. Provide covered receptacles for garbage and dispose of trash properly and expeditiously in coordination with the PTC Sanitation Inspector.
5. Refrain from storing extra combustible materials that may pose a fire hazard.
6. Ensure that its personnel, especially its food handlers, have duly authorized health certificates which shall be displayed in the course of their work.

Food handlers shall at all times:

1. Wear clean working garments. Cooks and male personnel shall wear prescribed caps female employees shall wear caps or hairnets. Facemasks and face shield shall be required as a matter of necessity.
2. Observe personal hygiene at all times; such as washing hands thoroughly with soap and water and drying them completely before working, or after coming from the restroom.



3. Ensure that its personnel shall use only the designated restrooms for personal necessities and the designated rooms for those staying overnight.

F. Security

1. Wear a prescribed uniform during its operations.
2. Provide the Security Unit an advance list of personnel on duty for issuance of identification cards/stickers which shall be worn visibly at all times within the premises and surrendered upon completion of duty.
3. Submit a list of cooking/kitchen and other utensils to the Security Unit for inspection and monitoring purposes; and for the issuance a gate pass which shall be required upon exit.

G. Alcohol

1. Concessionaire shall not serve any alcoholic beverage/liquor in the premises except when authorized for official functions and social events.

H. Accountabilities

1. Caterer/Concessionaire shall be responsible for the repair and/or restitution of any damage to any PTC property.
2. Caterer/Concessionaire shall not introduce any improvement nor alter the premises without the approval of the Chancellor and the PTC Executive Committee; in which case PHILJA reserves its legal rights to the said improvements.

Prospective PHILJA Training Programs and Activities to be Conducted at PTC

CORE/REGULAR PROGRAMS			
<i>For Judges:</i>			
Orientation Seminar-Workshop for Newly-Appointed Judges	<i>PTC Tagaytay only</i>	At least 2x a year with participants ranging from 20 to 50	9 days Live-in seminar
Seminar-Workshop for Executive and Vice Executive Judges	<i>All Judicial Regions</i>	At least 4x every other year with participants ranging from 40 to 60	2 days Live-in seminar
Judicial Career Enhancement Program for Judges	<i>All Judicial Regions</i>	At least 8x a year with participants ranging from 60 to 100	2½ days Live-in seminar
Career Enhancement Program for First Level Court Judges	<i>All Judicial Regions</i>	At least 4x a year with participants ranging from 60 to 100	1 day Live-in seminar



For Clerks of Court and Court Lawyers:			
Orientation Seminar-Workshop for Newly-Appointed Clerks of Court	<i>PTC Tagaytay, Cebu, Davao, Cagayan de Oro</i>	At least 2x a year with participants ranging from 40 to 60	3½ days Live-in seminar
Career Enhancement Program for Clerks of Court	<i>All Judicial Regions</i>	At least 8x a year with participants ranging from 50 to 80	3 days Live-in seminar
Continuing Legal Education for Court Lawyers	<i>Manila, PTC Tagaytay, Cebu, Davao, Cagayan de Oro</i>	At least 2x a year with participants ranging from 50 to 80	3 days Not a live-in seminar

For Court Personnel:			
Orientation Seminar-Workshop for Newly-Appointed Court Personnel	<i>PTC Tagaytay, Cebu, Davao, Cagayan de Oro</i>	At least 2x a year with participants ranging from 50 to 80	3 days Live-in seminar
Orientation Seminar-Workshop for Newly Appointed Sheriffs and Process Servers	<i>All Judicial Regions</i>	At least 3x a year with participants ranging from 80 to 100	2 to 3 days Live-in seminar
Career Enhancement Program for Court Legal Researchers	<i>All Judicial Regions</i>	At least 4x a year with participants ranging from 50 to 80	2 days Live-in seminar
Career Enhancement Program for Court Interpreters	<i>All Judicial Regions</i>	At least 4x a year with participants ranging from 50 to 80	2 ½ days Live-in seminar
Career Enhancement for Court Librarians	<i>All Judicial Regions</i>	At least once a year with participants ranging from 50 to 60	3 days Live-in seminar
Career Enhancement for Sheriffs	<i>All Judicial Regions</i>	At least 6x a year with participants ranging from 70 to 100	3 days Live-in seminar
Judicial Aspirants/Lawyers:			
Pre-Judicature Program	<i>Luzon, Visayas, Mindanao</i>	At least 2x a year with participants ranging from 20 to 80	10 days Not a live-in seminar

SPECIAL FOCUS PROGRAMS			
For Judges, Clerks of Court, Court Lawyers, and representatives from other govt. agencies:			
Competency Enhancement Training for Judges and Court Personnel Handling Child Abuse and Trafficking Cases	<i>All Judicial Regions</i>	At least 4x a year with participants ranging from 40 to 80	3 days Live-in seminar
Seminar-Workshop on CEDAW and Gender Sensitivity	<i>All Judicial Regions</i>	At least 3x a year with participants ranging from 40 to 60	2 days Not a live-in seminar
Orientation Seminar-Workshop on Comparative Analysis between the Family Code and the Code of Muslim Personal Laws	<i>All Judicial Regions</i>	At least 2x a year with participants ranging from 40 to 60	3 days Live-in seminar



Personal Security Training for Judges	<i>All Judicial Regions</i>	At least 3x a year with participants ranging from 30 to 60	3 days Live-in seminar
Seminar-Workshop on Combating Human Trafficking in the Philippines	<i>All Judicial Regions</i>	At least 2x a year with participants ranging from 50 to 70	2 days Live-in seminar
Multi-Sectoral Capacity-Building on Environmental Laws and the Rules of Procedure for Environmental Cases	<i>All Judicial Regions</i>	At least 3x a year with participants ranging from 80 to 120	3 days Live-in seminar
Seminar-Workshop on Deposit Insurance, Banking Practices, and Bank Conservatorship, Receivership and Liquidation	<i>All Judicial Regions</i>	At least 3x a year with participants ranging from 30 to 60	2 days Live-in seminar

SPECIAL LECTURES			
Distinguished Lecture Series	At least once a year with participants ranging from 200 to 300 in Manila and 50 to 100 in the provinces (remote site)	1/2 day Not a live-in seminar	
Metrobank Foundation Professorial Chair Lecture Series			
Founding Chancellor Emeritus JAMH Award for the Most Outstanding Professorial Lecturer			

ALTERNATIVE DISPUTE RESOLUTION PROGRAMS			
<i>For Court-Annexed Mediation (CAM)</i>			
Orientation Conference with Stakeholders on Court-Annexed Mediation (CAM)	All Judicial Regions	At least twice a year with participants ranging from 100 to 150	½ day live-out seminar
Basic Mediation Course	All Judicial Regions	At least twice a year with participants ranging from 50 to 70	4 days live-in seminar
Work Orientation and Skills Enhancement Seminar	Luzon, NCJR, and Visayas-Mindanao	At least once every two years per area batch with participants ranging from 40 to 50	2 ½ days live-in seminar
Refresher Course for Court-Annexed Mediators	Batch 1 Areas: NCJR; General Santos; Davao; and Naga Batch 2 Areas: NCJR; Batangas; Cabanatuan /Tarlac/Tuguegarao; Cebu; Olongapo/Angel es; CDO; Zamboanga; Iloilo; Baguio; Tacloban; San	At least once every two years per area batch with participants ranging from 15 to 60	1 ½ days live-in seminar



	Fernando, La Union; Dagupan; Bacolod		
<i>For Judicial Dispute Resolution (JDR)</i>			
Training of Judges on JDR	Davao and NCJR (2011)	At least 4 areas every year with 45 participants per area	3 days Live-out seminar (Live-in for participants located outside the 50 km radius)
Training of Lawyers and Clerks	Davao and NCJR (2011)	At least 4 areas every year with 100 participants per area	1 day live-out seminar
<i>For Appellate Court Mediation (ACM)</i>			
Training for Mediators in the CTA	NCJR	One time seminar with 50 participants	3 days live-out seminar
Orientation of Stakeholders in CTA Mediation	NCJR	One time seminar with 200 participants	1 day live-out seminar

Criteria for Evaluation for the Proposed Concessionaire for the Food and Beverage of PHILJA Training Center

Each applicant will be evaluated based on the menu, price, food preparation and other requirements using the points system. The prospective applicant gaining the highest combined score shall be declared the winning bidder.

- A. Menu- - 15 points
 - B. Price - 10 points
 - C. Food Preparation - 17 points
 - D. Other Requirements - 3 points
- Total combined score: 45 points***

Put a check in the line ___ which best corresponds to your answer.

A. Menu

The concessionaire must be able to provide a wide selection of quality, nutritious and delicious meals which include Filipino (especially food, pastries, drinks, fresh vegetables that are locally served and grown) and international cuisine, sourced from the locality.

1. Does the concessionaire serve nutritious, delicious, and appetizing meals?

- ___ (4) YES, the food is excellent.
- ___ (3) YES, the food is very good.
- ___ (2) YES, the food is good.
- ___ (1) No, the food needs improvement.



2. Is there a variety of food to choose from?

- (4) YES, the menu is a combination of Filipino dishes and international cuisine to cover at least 5 training days without duplication.
- (3) YES, the menu is a combination of Filipino dishes and international cuisine but not enough to cover at least five training days without duplication. The concessionaire needs to expand its menu.
- (2) No, the concessionaire can only serve one type of cuisine (i.e. only Filipino or only Italian and can cover at least 5 training days without duplication).
- (1) No, the concessionaire can only serve one type of cuisine (i.e. only Filipino or only Italian and can cover less than 5 training days without duplication).

3. Does the concessionaire serve food, pastries, drinks, and fresh vegetables that are locally-sourced and grown?

- (3) YES, the food served has a variety of delicacies that are locally served and grown.
- (2) YES, the food served has delicacies that are locally served and grown but only limited.
- (1) NO, the food served has no delicacies that are locally served and grown.

4. Does the concessionaire come from the locality?

- (4) YES, the concessionaire comes from the locality and offers a variety of local, Filipino, and international cuisine.
- (3) YES, the concessionaire comes from the locality but offers only Filipino and international cuisine.
- (2) NO, the concessionaire is not from the locality but offers variety of local, Filipino, and international cuisine.
- (1) NO, the concessionaire is not from the locality and offers only Filipino and international cuisine.

B. Price

The prospective concessionaire shall be guided by the prices set forth below. They may submit their quote which shall not exceed the prices for each meal enumerated as follows:

Breakfast	P 250.00
Snacks - AM	P 160.00
- PM	P 160.00
Lunch	P 500.00
Dinner	P 500.00

1. Rates per Meal

The rates of meals proposed by the concessionaire are within the minimum and maximum rates.



	Breakfast	Am Snacks	Lunch	PM Snacks	Dinner
Minimum Rate					
Maximum Rate					
Proposed Rate					

- (5) YES, the proposed rates are within the minimum and maximum rates.
- (4) No, the rates exceeded the maximum by not more than 10%.
- (3) No, the rates exceeded the maximum by more than 10% but less than 20%.
- (2) No, the rates exceeded the maximum by more than 20%. But less than 50%.
- (1) No, the rates exceeded the maximum by more than 50%.

2. Other charges for TPAs

Other services, such as but not limited to the following: flowing coffee, tea, and drinking water.

Aside from the meals, what other services are included in the rates proposed by the bidder?

- (3) if the offer is better than the services specified below
- (2) Flowing coffee, tea and drinking water during the seminar
- (1) if the offer is lower than the services specified above
- (0) if the services specified above is not offered

3. Other services to be offered

Other services, outside the TPA requirements, but are necessary for PTC operations.

Aside from the meals to be served during TPAs, what other services can you offer for PHILJA Officials and employees?

- (2) Meals for PHILJA officials, employees, and guests even without TPAs.
- (1) Meals for PHILJA officials, employees and guests during TPAs only
- (0) if the services specified above is not offered



C. Food Preparation

1. Is the concessionaire from the locality and has its own kitchen?

(4) Yes, the concessionaire is from the locality and has its own kitchen within the area of Tagaytay or the adjacent towns.

(3) Yes, the concessionaire is from the locality and has its own kitchen outside Tagaytay City or the adjacent towns but within the province of Cavite.

(2) Yes, the concessionaire has its own kitchen but outside the Province of Cavite.

(1) No, the concessionaire has no kitchen.

2. Is the kitchen clean and orderly?

(3) Yes, very clean and orderly

(2) Yes, fairly clean and orderly

(1) No, the kitchen is dirty

3. How does the concessionaire prepare the food?

(3) Safe and hygienic preparation of the highest degree of excellence.

(2) Safe and hygienic preparation but may still be improved.

(1) Safe and hygienic preparation is doubtful.

4. Does the concessionaire implement certain techniques or procedures to maintain a clean and orderly kitchen?

(3) Yes, there is proper food storage guidelines, garbage disposal procedures, pest management, good health habits of kitchen personnel such as frequent washing, periodical health exams of the F & B staff, procedures to avoid food-borne illness and intoxication, etc.

(2) Just the basic legal requirements, such as periodical health exams of the F & B staff.

(1) There are no specific techniques or procedures implemented by the concessionaire

5. Is there a special set of menu for guests with food restrictions?

(4) YES, the menu is available for guests with food restrictions (due to medical condition or religious belief).

(3) YES, the menu is available for guests with food restrictions but limited only to diabetics and hypertension.

(2) NO, there is no menu for guests with special requirements but may provide upon request.

(1) NO, there is no menu for guests with special requirements and cannot provide any.



D. Other requirements

Concessionaire shall pay PTC the corresponding operations cost of electricity and water for the use of the kitchen and/or any other amenities and equipment based on the approved rates as directed by the Chancellor and the PTC Executive Committee.

The payments for electricity and water consumption shall be determined from the reading of corresponding meters installed and in coordination with the Engineering, I.T. and General Services Division (EITGSD).

Is the concessionaire willing to pay the corresponding share in the use of the F & B facility?

- (3) YES, the concessionaire is willing to pay the corresponding fees for the use of the F & B Facility.
- (2) YES, the concessionaire is willing to pay the corresponding fees for the use of the F & B Facility, but with reservation.
- (1) NO, the concessionaire is not willing to pay the corresponding fees for the use of the F & B Facility.

**I hereby certify to comply and deliver all the above Technical Specifications /
Terms of Reference and requirements:**

Name of Company/Bidder

**Signature over Printed Name of
Representative**

Date



Section VIII. Checklist of Technical and Financial Documents

ENVELOPE 1: TECHNICAL COMPONENT		
ELIGIBILITY & TECHNICAL DOCUMENTS		
Checklist	INDEX TABS	LEGAL DOCUMENTS
	I-1	Valid PhilGEPS Certificate of Platinum Registration and Membership (all pages) in accordance with Section 8.5.2. of the 2016 Revised IRR of RA No. 9184 (per GPPB Resolution No. 15-2021 dated 14 October 2021).
	I-2	Registration certificate issued by the (a) Securities and Exchange Commission (SEC) including Articles of Incorporation, for a corporation; (b) Department of Trade and Industry (DTI), for a sole proprietorship; or (c) Cooperative Development Authority (CDA), for a cooperative.
	I-3	Valid and subsisting Mayor's permit or license issued by the city or municipality where the principal place of business of the prospective bidder is located.
	I-4	Tax Clearance (latest) per Executive Order No. 398, Series of 2005, as finally reviewed and approved by the BIR.
TECHNICAL DOCUMENTS		
	I-5	Past and present clientele for the last two (2) years and copies of contracts between the bidder and the clients
	I-6	<p>Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid.</p> <p>The statement shall be supported by the following documents:</p> <p>3. Copies of the Contracts; and</p> <p style="padding-left: 40px;">(If there is no contract, the purchase order (P.O.) may be submitted as long as the terms and conditions are included therein.)</p> <p>4. Copies of the Notice of Award (NOA) or Notice to Proceed (NTP) (For private contracts, NOA or NTP shall not be required.)</p> <p><i>(See sample Form VIII-A in Section VIII)</i></p>
	I-7	Original copy of Notarized Bid Securing Declaration (<i>use Form VIII-B in Section VIII</i>)
	I-8	Schedule of Requirements (Sample Menu for Breakfast, Lunch, Dinner and Snacks for at least five (5) days without duplication) (<i>Sample format in Section VI</i>)
	I-9	Conformity with the Technical Specifications / Terms of Reference (<i>Accomplish/use form in Section VII</i>)



I-9-a, I-9-b, I-9-c, etc.	Corresponding to each set of supporting documents in relation to the Bidder's conformity with the technical specifications as enumerated and specified in Sections VI and VII, if any.
I-10	<p>Original duly signed Omnibus Sworn Statement (OSS) <i>(use Form VIII-C in Section VIII);</i></p> <p><i>Note: The Omnibus Sworn Statement needs to be submitted under oath. The Community Tax Certificate is no longer considered competent evidence of identity. In accordance with a Resolution of the Supreme Court, the phrase "competent evidence of identity" refers to the identification of an individual based on any of the following:</i></p> <p><i>"at least one current identification document issued by an official agency bearing the photograph and signature of the individual, such as but not limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay Certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, National Council for the Welfare of the Disabled Persons (NCWDP) certification; xxx"</i></p> <p>and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder</p>
I-11	<p>Company profile which shall include information on the number of years in the business and the list of its officers.</p> <p>Names, addresses and location sketches of main office and branch office/s if any, and warehouse and service facilities with their respective telephone numbers including photo showing the company's business name.</p>
I-12	Authority of the representative / signatory.
I-13	List of Equipment and Other Materials to be pledged to the PTC, subject to approval of the PHILJA.
I-14	Latest Sanitary Permit issued by the Office of the City Health Officer of the principal place of business of the bidder.
I-15	Health certificates, issued by the Office of the City Health Officer of the principal place of business of the bidder to the persons employed by the canteen concessionaire to be assigned to the PHILJA Training Center canteen.
I-16	SSS, Philhealth and Pag-ibig membership including receipts of latest remittances to said institutions.
I-17	Certification of the bidder/concessionaire, under oath, that it is in the catering/canteen operation business for at least two (2) years immediately preceding the date of bidding. The certification should also provide a list of clients previously catered/served indicating their respective addresses and the number of persons/guests served.



	I-18	Manpower requirements: List of Experienced Chefs/Cooks, Waiters/Waitresses, Cahiers, Dishwashers, etc.
	I-19	Certification under oath that the bidder/concessionaire of its compliance to existing labor laws
FINANCIAL DOCUMENTS		
	I-20	2021 Audited Financial Statements, showing, among others, the Supplier’s total and current assets and liabilities, stamped “received” by the BIR or its duly accredited and authorized institutions
Class “B” Document		
	I-21	If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence; <u>or</u> duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

ENVELOPE 2: FINANCIAL COMPONENT		
Checklist	INDEX TABS	
	II-1	Original of duly signed and accomplished Financial Bid Form <i>(see Form VIII-D in Section VIII).</i>
	II-2	Original of duly signed and accomplished Bid Price Schedule (s) <i>(original Form VIII-E found in Section VIII must be submitted, no recopying or retyping shall be allowed)</i>

Note: Please cross-reference with Section III. Bid Data Sheet for the updated/additional requirements and instructions for the submission of bids (tabbing, indexing and sealing)



FORM VIII-A

Sample form only.

**Statement of all Ongoing Government and Private Contracts
Including Contracts Awarded but not yet Started**

Name of Contract	Date of the Contract	Contract Duration	Owner's Name and Address	Kinds of Goods	Amount of Contract	Value of Outstanding Contract

Name of Company

Signature over Printed Name of Representative

Date

The statement shall be supported by the following documents:

1. Copies of the Contracts*; **and**
2. Copies of the Notice of Award (NOA) or Notice to Proceed (NTP)**

**If there is no contract, the purchase order (P.O.) may be submitted as long as the terms and conditions are included therein)*

***For private contracts, NOA or NTP shall not be required*



FORM VIII-B

***This form itself must be submitted.
Recopying is not allowed and may be a ground for disqualification.***

REPUBLIC OF THE PHILIPPINES)
CITY OF MANILA) S.S.
X-----X

BID SECURING DECLARATION

ITB No. 2022-09: PhilJA Training Center Food and Beverage Concession for Two (2) Years

To : Supreme Court of the Philippines
Padre Faura Street, Ermita, City of Manila

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1, and 69.1, except 69.1(f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;



(c) I am/we are declared as the bidder with the Lowest Calculated and Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of _____, 20__ at _____.

Affiant/s

[Name/s and Signature/s of the Bidder's Authorized Representative and his/her/their legal capacity/ies]

Name of Bidder Represented

SUBSCRIBED AND SWORN to before me this ____ day of _____, 20__ at _____, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity/ies as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her/their Competent Evidence of Identity.

Name	ID No.	Issued At	Issued On
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

NOTARY PUBLIC

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 20__.



FORM VIII-C

*This form itself must be submitted.
Recopying is not allowed and may be a ground for disqualification.*

OMNIBUS SWORN STATEMENT

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

A F F I D A V I T

I, _____ [Name of Affiant], of legal age,
_____ [Civil Status], _____ [Nationality], and residing at
_____ [Address of Affiant], after having been duly
sworn in accordance with law, do hereby depose and state that:

I am the [1. sole proprietor; 2. duly authorized and designated representative]
of _____ [Name of Bidder] with office address
at _____ [Address of Bidder].

As the [1. owner and sole proprietor, I have full power and authority to do, execute and perform any and all acts necessary;][2. duly authorized and designated representative, I am granted full power and authority to do, execute, and perform any and all acts necessary as shown in the attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate issued by the corporation or the members of the joint venture), or Special Power of Attorney, whichever is applicable] to represent _____ [Name of Bidder] in the bidding for the **PhilJA Training Center Food and Beverage Concession for Two (2) Years;**

_____ [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;

Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;



_____ [Name of Bidder] is authorizing the Head of the Procuring Entity or his duly authorized representative(s) to verify all the documents submitted;

(In the following three paragraphs, please choose and answer only one that is applicable to the bidder)

(1) *If a sole proprietorship:* The owner or the sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, or the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

(2) *If a partnership or cooperative:* None of the officers and members of _____ [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

(3) *If a corporation or a joint venture:* None of the officers, directors, and controlling stockholders of _____ [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

_____ [Name of Bidder] complies with existing labor laws and standards;

_____ [Name of Bidder] is aware of and has undertaken the following responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

- a) Carefully examining all of the Bidding Documents;
- b) Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
- c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
- d) Inquiring or securing Supplemental/Bid Bulletin(s) issued for the **PhilJA Training Center Food and Beverage Concession for Two (2) Years**.

_____ [Name of Bidder] did not give or pay, directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel, or representative of the government in relation to any procurement project or activity.



In case advance payment was made of given, failure to perform or deliver any of the obligations and undertaking in the contract shall be sufficient grounds to constitute criminal liability for Swindling (*Estafa*) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3185 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20__ at _____, Philippines.

AFFIANT/S
Bidder's Representative/Authorized Signatory

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20__, affiant/s exhibiting to me his/her/their Competent Evidence of Identity.

Name	ID No.	Issued At	Issued On
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

NOTARY PUBLIC

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 20__.



FORM VIII-D

Sample form only.

FINANCIAL BID FORM

Date: _____
Project Identification No: _____

To: [name and address of Procuring Entity]

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said Bidding Documents for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements on the Bidding Documents;
- b. to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents;
- c. to abide by the Bid Validity Period specified in the Bidding Documents and it shall remain binding upon us at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the lowest or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements pursuant to the Bidding Documents.



The undersigned is authorized to submit the bid on behalf of _____ *[name of bidder]* as evidenced by the attached _____ *[state the written authority]*.

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our Bid.

Dated this _____ day of _____ 20__.

[signature and printed name]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of:

Name of Company

Address and Telephone Number



FORM VIII – E

(The following form must be filled out and submitted; recopying/retyping this form is not allowed and may be a ground for disqualification)

Bid Price Schedule

PHILJA Training Center Food and Beverage Concession for Two (2) Years Maximum Package Rate : ₱1570.00	
During Trainings, Programs and Activities (TPAs)	
	Amount
Breakfast: Egg Meat Fish Rice Dessert Juice/Soda	
AM Snacks: Choice of: Sandwich Pasta/Noodles Pastries and Juice/Soda	
Lunch: Salad Beef Chicken or Pork Fish Vegetable Rice Dessert Juice/Soda	
PM Snacks: Choice of: Sandwich Pasta/Noodles Pastries and Juice/Soda	
Dinner: Salad Beef Chicken or Pork Fish Vegetable Rice Dessert Juice/Soda	



TOTAL PACKAGE RATE (inclusive of VAT)	
Amount in Words:	

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and in behalf of : _____



FORM VIII – F

Contract Agreement Form



**Republic of the Philippines
Supreme Court
Manila**

**PHILJA TRAINING CENTER
FOOD AND BEVERAGE CONCESSION FOR TWO (2) YEARS**

KNOW ALL MEN BY THESE PRESENTS:

This agreement entered into and executed this ____day of _____ 2018 in the City of Manila by and between:

The **PHILIPPINE JUDICIAL ACADEMY**, hereinafter referred to as “**PHILJA**”, a separate component unit of the Supreme Court, with principal office at Padre Faura Street, Ermita, Manila represented herein by _____.

-and-

_____, hereinafter referred to as the “**CONCESSIONAIRE**” for brevity, with address at _____ represented by _____.

- WITNESSETH -

WHEREAS, the PHILJA Board of Trustees passed _____ approving the Terms of Reference for the PHILJA Training Center Food and Beverage Concession for Two (2) Years;

WHEREAS, the Court *en banc*, in its Resolution _____, noted _____ and approved the Terms of Reference for the PHILJA Training Center Food and Beverage Concession for Two (2) Years;

WHEREAS, the Supreme Court Bids and Awards Committee for Goods and Services (SC-BAC-GS) conducted bidding on _____ for the **Procurement of the PHILJA Training Center Food and Beverage Concession for Two (2) Years**;



WHEREAS, the **CONCESSIONAIRE** won in the public bidding conducted by **COURT** on _____, and was recommended by the SC-BAC-GS, in its Memorandum dated _____, to be awarded the contract for the **PHILJA Training Center Food and Beverage Concession for Two (2) Years**, which recommendation was approved by the Court *en banc* in a Resolution dated _____;

WHEREAS, the following documents shall be deemed to form and be read and construed as part of this Agreement, viz.: (a) the Bidding Documents of the subject procurement; (b) Bid Forms and the Price Schedule submitted by the **CONCESSIONAIRE**; and (c) the Notice of Award.

NOW THEREFORE, for and in consideration of the foregoing premises and the stipulations set forth, the **CONCESSIONAIRE** has offered its services to the **COURT** and has also signified its willingness to and acceptance of the undertaking in accordance with the terms and conditions provided hereunder:

TERMS OF REFERENCE

II. LIABILITIES TO THIRD PARTIES

The **CONCESSIONAIRE** binds itself to protect the **COURT** from any suit or liability resulting from claims of any nature, whether of death, injuries or damages that may be suffered by any of its consumers, including **COURT** officers and employees, caused by the **CONCESSIONAIRE** or any of its employees/helpers or of food poisoning and other causes within its control. The **CONCESSIONAIRE** shall at all times stand solely liable and/or responsible for said eventualities and shall hold the **COURT** free from any and all liabilities in respect thereto or arising therefrom.

III. DURATION AND EFFECTIVITY OF THE CONTRACT

This contract, with a package rate of _____ (**₱**_____) per person per day consisting of breakfast, am snacks, lunch, pm snacks, and dinner, shall take effect on _____ and shall continue to have force and effect for two (2) years or until _____, the first six (6) months thereof being a probationary period. However, the **COURT** reserves its right to revoke at any time this contract should the **CONCESSIONAIRE** fail to meet the standards set by the **COURT** within the probationary period.

The following is the breakdown of the package rate of _____ per person per day:

Breakfast	:	₱ _____.00
Morning Snacks	:	₱ _____.00
Lunch	:	₱ _____.00



Afternoon Snacks	:	₱ ____.	00
Dinner	:	₱ ____.	00

Total	:	₱ ____.	00

V. PENALTY CLAUSE

The **COURT** has the option to terminate the services of the **CONCESSIONAIRE**, anytime during the contract period, for failure to abide by the terms and conditions of this contract. In this connection, the performance bond of the **CONCESSIONAIRE** shall be forfeited and it shall be blacklisted in future biddings conducted by the **COURT** for canteen concession.

VI. OTHERS

It is understood that failure of the **COURT** to demand compliance with any of the conditions stipulated herein or any act of liberality on its part shall not be considered or construed as a waiver on the part of the **COURT** of its right to enforce the contract, nor shall it relieve the **CONCESSIONAIRE** of any of its obligations.

VII. PERFORMANCE BOND

The **CONCESSIONAIRE** shall, within ten (10) calendar days from receipt of the Notice of Award, post a performance bond in the amount of Thirty-Five Thousand Pesos (₱35,000.00) either in cash or cashier's/manager's check issued by a Universal or Commercial Bank. The corresponding contract will be released upon the deposit of the said bond. The performance bond shall have a coverage period of one (1) calendar year, renewable after the lapse of the first (1) year.

VIII. VENUE OF ACTIONS

Any dispute arising from this Contract which cannot be resolved amicably by the parties *shall be tried* in the proper courts of the **City of Manila only**, to the exclusion of all other venues.

IN WITNESS WHEREOF, the parties have signed this agreement on the date and place first above-stated.

**PHILIPPINE JUDICIAL
ACADEMY
(PHILJA)**

(CONCESSIONAIRE)

Represented by:

Represented by:



SIGNED IN THE PRESENCE OF:

(Witness for Concessionaire)

ACKNOWLEDGMENT

Republic of the Philippines)
City of Manila) S.S.

BEFORE ME personally appeared:

- 1) _____ with I.D. No. _____ and
- 2) _____ with I.D. No. _____

known to me to be the same persons who executed the foregoing Contract and acknowledged to me that the same is their free and voluntary act and deed.

I certify that the foregoing instrument, consisting of ____ (__) pages, including this page where the acknowledgment is written, was duly signed by the parties and their instrumental witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this ____ day of _____, 20__
at the City of Manila, Philippines.

NOTARY PUBLIC