



Republika ng Pilipinas  
Lungsod Quezon

BIDS AND AWARDS COMMITTEE – GOODS & SERVICES  
Second Floor, Civic Center Building F, Quezon City Hall Complex, Elliptical Road, Quezon City  
8988-4242 local 8712 / 8710 / 8709  
bacgoods.procurement@quezoncity.gov.ph



REQUEST FOR QUOTATION  
NEGOTIATED 53.9  
SMALL VALUE PROCUREMENT

DATE : OCTOBER 22, 2024  
Project  
No. : BPLD-24-SERVICES-1728

Name of Company :  
Address :  
Contact No. :  
Project Title : QUEZON CITY BUSINESS PERMITS AND LICENSING DEPARTMENT (BPLD)  
Project Title : BEVERAGE SERVICE  
Approved Budget of the Contract : P 500,000.00  
End-User / Implementing Office : BUSINESS PERMITS AND LICENSING DEPARTMENT

Please quote your best offer for the item/s described below, subject to the Terms and Conditions provided. Submit your quotation duly signed by you or your duly authorized representative not later than **OCTOBER 25, 2024, 10:00 A.M.** Philippine Standard Time, together with the following documents of your company:

- 1 PhilGEPS certificate (not expired on the time of opening of quotations);
- 2 Business Registration (DTI/SEC)
- 3 Mayor's/Business Permit (2024);
- 4 Tax Clearance; and
- 5 Omnibus Sworn Statement prescribed by the **QC BAC- Goods and Services**
- 6 Income/Business Tax Return (for FY 2023) (For ABCs above P500,000.00)
- 7 If applicable, the 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.

in a **SEALED LONG BROWN ENVELOPE** issued by **QC BAC- Goods and Services**.

**NOTE: Submission of a Document Request List (DRL) is required prior to the issuance of the Long Brown Envelope.**

ATTY. DOMINIC B. GARCIA  
Officer-In-Charge/Head, BAC Secretariat

TERMS AND CONDITIONS

- 1. Bidders shall provide correct and accurate information required in this form.
- 2. Price quotation/s must be valid for a period of thirty (30) calendar days from the date of submission.
- 3. Price quotation/s, to be denominated in Philippine Peso shall include all taxes, duties and/or levies payable.
- 4. Quotation exceeding the Approved Budget for the Contract (ABC) shall be rejected.
- 5. Award of contract shall be made to the lowest quotation (for goods) or the highest rated offer (for consulting services) which complies with the minimum technical specifications and other terms and conditions stated herein.
- 6. Any interlineations, erasures or overwriting shall be valid only if they are signed or initialed by you or any of your duly authorized representative/s.
- 7. The City General Services Department (CGSD) shall have the right to inspect the goods.
- 8. Non-submission of eligibility documents shall mean disqualification of Quotation.
- 9. Liquidated damages equivalent to one tenth (1/10) of one percent (1%) of the value of the goods not delivered within the prescribed delivery period shall be imposed per day of delay. CGSD shall rescind the contract once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, without prejudice to other courses of action and remedies open to it.
- 10. Failure to follow these instructions will disqualify your entire quotation.

After having carefully read and accepted the Terms and Conditions, I/We submit our quotation/s as follows:

ITEM NO.	ITEM & DESCRIPTION	UNIT OF ISSUE	QTY.	UNIT PRICE	ITEM TOTAL												
1	<p><b>QUEZON CITY BUSINESS PERMITS AND LICENSING DEPARTMENT (BPLD) BEVERAGE SERVICE</b></p> <p>To enhance the overall experience of applicants and guests by providing complimentary beverages while waiting thereby improving customer satisfaction and promoting a more pleasant and efficient service environment. The initiative aligns with the department's goal of providing exceptional service and fostering a welcoming environment for all applicants and guests.</p> <p>A. beverage Service Agreement is being proposed wherein a Service Provider shall operate the Beverage Service stall located within the premises of the BPLD.</p> <p>Scope of Work: The facility or stall shall be intended for beverage services only. The service provider shall: 1.Offer Coffee (black), Hot Tea (unsweetened), and Fresh Fruit Juices (unsweetened), in its menu.</p> <table><tr><td>N o.</td><td>Beverage</td><td>Quantity</td></tr><tr><td>1</td><td>Coffee (black), 8oz</td><td>2,083</td></tr><tr><td>2</td><td>Hot Tea (unsweetened 8oz</td><td>2,083</td></tr><tr><td>3</td><td>Fresh Fruit Juices (unsweetened) 8oz</td><td>2,084</td></tr></table> <p>2.Prepare each beverage within three (3) minutes or less.</p> <p>*** Terms of Reference shall be integral part of Quotation *** *Attached Cost Derivation*</p>	N o.	Beverage	Quantity	1	Coffee (black), 8oz	2,083	2	Hot Tea (unsweetened 8oz	2,083	3	Fresh Fruit Juices (unsweetened) 8oz	2,084	Lot	1		
N o.	Beverage	Quantity															
1	Coffee (black), 8oz	2,083															
2	Hot Tea (unsweetened 8oz	2,083															
3	Fresh Fruit Juices (unsweetened) 8oz	2,084															
Total Quoted Amount:																	

Amount in Words: \_\_\_\_\_

OTHER REQUIREMENTS:	
1.	List of Track Record at least three (3) years in the operation of a beverage service or shop (as indicated in the business permits and sanitary permit) with Project Title and Project Name.
2.	Submission of business permit and sanitary permit within the last three (3) year
3.	Statement of Compliance to Ordinance No. SP-2127, S-12 (Prohibiting the use of Plastic and Styrofoam...) with project number and project title.
4.	Notarized Affidavit of Undertaking stating compliance to Executive Order No. 16, Series of 2021 Establishing the Quezon City Healthy Food Procurement Policy with project number and project title.
5.	Submit Sample Menu of Coffee, Hot Tea, and Fresh Fruit Juices
6.	Notarized Affidavit of Undertaking stating compliance with the following:
a)	Use the premises exclusively for the purposes provided under the Agreement. Transfer or assignment of the Agreement and/or any space of the facility to other parties as well as use for services for outside clients are not allowed;
b)	Maintain the cleanliness and sanitation of the premises and equipment. The Concessionaire shall conduct a general and thorough cleaning of the premises and equipment at least once a month;
c)	Exercise utmost diligence in the stewardship of the facility and equipment by turning off/unplugging all electric appliances and lights at the end of each operation hours;
d)	Provide and/or install pertinent equipment, appliances and devices that are necessary in providing beverage services;
e)	Regularly provide maintenance service to the equipment and appliances and assume the cost of major repairs and/or replacements thereof;
f)	Ensure the proper use and maintenance of the facility. It shall be liable for the cost of damage and/or necessary repairs caused by or those that are reasonably attributable to the neglect or misuse by the service provider and its employees; and
g)	Strictly comply with waste segregation management and waste disposal.
(Please refer to the Terms or Reference Section V. (C))	

Delivery Period : UNTIL DECEMBER 31, 2024 OR UNTIL THE ALLOCATED BUDGET HAS BEEN CONSUMED. WHICHEVER COMES FIRST

Warranty : \_\_\_\_\_

\_\_\_\_\_  
Signature over printed name

\_\_\_\_\_  
Office Telephone No./Fax/Mobile No.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email Address

✓

# COST DERIVATION

PROJECT NAME: QUEZON CITY BUSINESS PERMITS AND LICENSING DEPARTMENT (BPLD) BEVERAGE SERVICE

PROJECT NO. BPLD-24-SERVICES-1728

ITEM NO.	ITEM DESCRIPTION	UNIT OF ISSUE	QUANTITY	UNIT COST	TOTAL COST
1	Coffee (black), 8oz	Cup	2,083		
2	Hot Tea (unsweetened 8oz	Cup	2,083		
3	Fresh Fruit Juices (unsweetened) 8oz	Cup	2,084		
				TOTAL BID	

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

## **TERMS OF REFERENCE**

### **QUEZON CITY BUSINESS PERMITS AND LICENSING DEPARTMENT (BPLD) BEVERAGE SERVICE**

#### **I. RATIONALE**

To enhance the overall experience of applicants and guests by providing complimentary beverages while waiting thereby improving customer satisfaction and promoting a more pleasant and efficient service environment. This initiative aligns with the department's goal of providing exceptional service and fostering a welcoming environment for all applicants and guests.

A Beverage Service Agreement is being proposed wherein a Service Provider shall operate the Beverage Service Stall located within the premises of the BPLD.

#### **II. SCOPE**

The facility or stall shall be intended for beverage services only.

#### **III. BASIC QUALIFICATIONS AND REQUIREMENTS**

- a.) Proven track record of at least three (3) years in the operation of a beverage service or shop (prior years business permit and sanitary permit);
- b.) BIR Registration;
- c.) Health Certificate/s of Beverage Handler/s;
- d.) Sample Menu of Coffee, Hot Tea, and Fresh Fruit Juices

#### **IV. OBLIGATIONS OF THE BPLD**

The BPLD shall:

- a) Provide one (1) beverage service stall at the Ground Floor of Civic Center A Building, Quezon City Hall Compound for the use of the service provider, free-of-charge;
- b) Provide electricity, internet connectivity and water (cleaning purposes) for the use of the service provider, free-of-charge;
- c) Conduct regular monitoring of the operation and services by the service provider and shall have complete access to the facility at any given time;

#### **V. OBLIGATIONS OF THE SERVICE PROVIDER**

The Service Provider shall carry out the services specified in this TOR. The general welfare and well-being of the applicants and guests shall be the utmost consideration in the performance of the said services, which include, but are not limited to the following:

##### **a.) On the facility**

The service provider shall:

- i. Use the premises exclusively for the purposes provided under the Agreement. Transfer or assignment of the Agreement and/or any space of the facility to other parties as well as use for services for outside clients are not allowed;
- ii. Maintain the cleanliness and sanitation of the premises and equipment. The service provider shall conduct a general and through cleaning of the premises and equipment at least once a month;

- iii. Exercise utmost diligence in the stewardship of the facility and equipment by turning off/unplugging all electric appliances and lights at the end of each operations hours;
- iv. Provide and/or install pertinent equipment, appliances and devices that are necessary in providing beverage services;
- v. Regularly provide maintenance service to the equipment and appliances and assume the cost of repairs and/or replacements thereof;
- vi. Ensure the proper use and maintenance of the facility. It shall be liable for the cost of damage and/or necessary repairs caused by or those that are reasonably attributable to the neglect or misuse by the service provider and its employees; and
- vii. Strictly comply with waste segregation management and waste disposal.

**b) On the beverage requirements**

The service provider shall:

- i. Offer Coffee (black), Hot Tea (unsweetened), and Fresh Fruit Juices (unsweetened) in its menu. The cost per cup/glass shall be as follows:

No.	Beverage	Cost
1.	Coffee (black), 8oz	80.00
2.	Hot Tea (unsweetened), 8oz	80.00
3.	Fresh Fruit Juices (unsweetened), 8oz	80.00

- ii. Prepare each beverage within three (3) minutes or less;
- iii. Comply with the Nutrition Standards for Food Procurement set forth in Section 6 of Executive Order No. 16, S-2021 establishing the Quezon City Healthy Food Procurement Policy;
- iv. Comply with the provisions of Ordinance No. SP-2876, S-2019 otherwise known as "An Ordinance Prohibiting the Distribution and/or Use of Single-Use Plastics/Disposable Materials including Cutlery in All Hotels and Restaurants in Quezon City." The use of Styrofoam, single-use plastics and similar materials shall not be allowed.

**c) On the beverage service operations**

The service provider shall:

- i. Operate the stall from Monday to Friday, starting from 7:00 a.m. until 6:00 p.m. and ensure the quality of the beverages complies with sanitation standards. The service provider may be requested to operate during Saturday, Sundays and Holidays as the need arises;
- ii. Ensure utmost cleanliness and proper hygiene in the preparation, handling and serving of beverages. For this reason, any person hired by the service provider shall, upon hiring, secure health certificates and occupational permit from the Quezon City Health Department and Business Permits and Licensing Department, respectively. The service provider shall submit the same to the BPLD;
- iii. Secure all applicable licenses and business permit from the Quezon City Government in the operation of the beverage service stall;
- iv. Post its menu for the day with corresponding calorie count per serving in accordance with Ordinance No. SP-3254, S-2024, otherwise known as the Calorie Labelling Ordinance of Quezon City;
- v. Provide manpower complement and ensure that the personnel wears appropriate attire;

- vi. Submit certified weekly reports of beverages servings not later than three (3) working days after the end of every week. All issued official receipts shall be for the account of BPLD;
- vii. Submit a statement of account every end of the month based on the number of actual beverage servings;

## **VI. DURATION OF THE SERVICE**

The service shall run up to 31 December 2024 or until the allocated budget has been consumed, whichever comes first, and shall commence immediately upon the issuance of the notice to proceed.

## **VII. BUDGET ALLOCATION**

The allocated budget for the project is FIVE HUNDRED THOUSAND PESOS ONLY (PHP. 500,000.00) inclusive of incidental expenses and other government fees and charges. This budget is estimated to serve Six Thousand Two Hundred Fifty (6,250) orders for beverages.

### **No Price Adjustment**

The Project Cost shall be fixed and there shall be no price adjustments applicable for the duration of the contract except when the operations costs are increased by more than 10% as a result of any extraordinary circumstance as determined by the National Economic Development Authority (NEDA). Pursuant to the provisions of RA 9184 and its IRR on contract price escalation, all contract price escalation shall be approved by the Government Procurement Policy Board (GPPB).

## **VIII. TERMS OF PAYMENT**

- a) Payment shall be made to the service provider on a monthly basis on actual servings made within thirty (30) days from receipt of the billing/statement of accounts;
- b) In case the total amount of servings within the contract is less than the amount agreed in the contract, the BPLD shall not be liable to pay the total contract amount.

## **IX. PERFORMANCE SECURITY**

The service provider shall provide the BPLD with a performance security valid for the duration of the contract to guarantee faithful compliance by the service provider of the terms and conditions of the contract and in case of default, the BPLD shall have full power and authority to forfeit the same, without prejudice to the right of the BPLD to institute other legal remedies.

## **X. CONFIDENTIALITY**

No information determined by the parties as confidential in nature may be released by the parties to any third person. Moreover, the service provider shall ensure that its officers, employees and other personnel, during the effectivity and after termination of this contract to maintain confidentiality and secure any confidential information.

## **XI. ASSUMPTION OF LIABILITIES**

- a) The service provider undertakes and agrees to defend, indemnify, and hold harmless the BPLD from any claims, losses and expenses including but not limited to the following:

- i. Any claims and/or expenses arising from injuries, damages and/or loss from the consumption of beverages served by the service provider;
- ii. Damages or liability of whatever nature, for death or injury to any person, including the service provider's employees; and
- iii. Damage or destruction to any property of either party thereto or of third parties, arising in any manner by reason of or incident to, the performance of the Agreement on the part of the service provider and its employees.

## **XII. DISPUTE RESOLUTION**

- a) Should any dispute and court suit related to the Agreement and/or rights of the parties arise, the same shall be submitted to mutual consultation, mediation, and arbitration, in the order of application. The venue of the proceedings shall be in Quezon City and in case of a court suit, the venue shall be the courts of competent jurisdiction in Quezon City to exclusion of all other courts.
- b) The failure of either party to enforce its rights under this contract at any time for any period shall not be construed as a waiver of such rights. If any part, term, or provision of this contract is held to be illegal or unenforceable, neither party shall assign or transfer all or any part of this rights under this contract without the consent of the other party.

## **XIII. AMENDMENT**

This contract may not be altered, amended or substituted by another through act of tolerance or verbal agreement of any party thereto or its representative. Any alteration, amendment or substitution may only be valid if made in writing and duly signed by either contracting parties or their duly authorized representatives. This contract constitutes the entire understanding between the parties relating to the subject matter hereof unless any representation or warranty made about this contract was made fraudulently and, save as may be expressly referred to or referred herein, supersedes all prior representations, writings, negotiations, or understandings with respect hereto.

## **XIV. PENALTIES FOR BREACH OF CONTRACT**

In case of violation by the service provider of any of the terms and conditions of this contract, the BPLD shall be entitled to any or all of the following:

- a) To rescind the contract;
- b) To cause the forfeiture of the performance security as provided under item 9;
- c) To receive damages and penalties;
- d) Avail, upon such terms and in such manner as may be appropriate, services similar to those not performed and hold the service provider liable for any excess costs fro said services;
- e) In case of delay in the services, payment of liquidated damages an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed services, for every day of delay.

## **XV. CANCELLATION OR TERMINATION OF CONTRACT**

The guidelines contained in RA 9184 and its revised IRR shall be followed in the termination of any service contract. In the event that the Quezon City Government terminates the contract due to default, insolvency, or for cause, it may enter into a negotiated procurement pursuant to RA 9184 and its IRR.



**XVI. SEVERABILITY**

If any provision of this contract is held by competent judicial authority to be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the other provisions shall be unaffected.

Approved by: ✓

  
**MA. MARGARITA S. MEJIA, DPA**  
City Government Department Head  
Business Permits and Licensing Department  
