

**TOURISM PROMOTIONS BOARD
REGULAR BOARD OF DIRECTORS' MEETING
OCTOBER 2022 (INDICATIVE)**

TECHNICAL SPECIFICATIONS
Catering Services

I. BACKGROUND

Section 51 of Republic Act No. 9593 (RA 9593), otherwise known as "*The Tourism Act of 2009*," and Section 41(a) of its Implementing Rules and Regulations (IRR) provide that the Tourism Board shall meet at least once a month at the principal office of the Tourism Promotions Board (TPB), unless the Tourism Board previously agrees in writing to meet at another location.

Further, in compliance with the principle of good governance and pursuant to pertinent rules and regulations of the Governance Commission for GOCCs (GCG), TPB ensures the regular conduct of Board meetings to enable the Members to promulgate policies, approve programs and prescribe rules and regulations necessary to implement the intents and purposes of the Corporation; to authorize contracts or agreements as may be necessary for the proper, efficient and stable administration of TPB; and to deliberate on matters which require action and decision from the Board.

With board meetings lasting for two (2) to three (3) hours, planning and discussing over food can set a more productive discussion in achieving the specific goals and objectives as laid down in the agenda. Additionally, it sets the platform for a more relaxed atmosphere, and invites conducive conversation and deliberation.

II. OBJECTIVES

The TPB is seeking the engagement of a Manila-based DOT-accredited catering service provider with an existing credit line with TPB or would allow a send-bill arrangement for the provision of catering services requirements for 50 pax for the TPB Regular Board of Directors' Meeting to be held on 14 October 2022 (indicative) at the TPB Boardroom, 4th Floor, Legaspi Towers 300, Malate, Manila.

III. SCOPE OF WORK/SERVICES

1. Food and Beverage

- a. Managed lunch buffet inclusive of one round of soda, tea or fruit juice (minimum of 4 kinds of main entrées excluding vegetables in the count)

- Option for early managed or packed lunch buffet
- b. Morning or afternoon snacks inclusive of one round of soda, tea or fruit juice (Preferred A.M. or P.M. Snacks: Sandwiches and Pasta)
 - Option for early or packed snacks
- c. Limited accommodation option for special needs diet (vegetarians, pescatarians, diabetics, low sodium, hypoallergenic, gluten free etc.) pre-arranged and pre-identified
- d. Flowing brewed coffee, tea, drinking water, and candies or nuts for the participants while the event is on-going
- e. Food served shall be fresh, hot and ready at least 30 minutes before each meal
- f. Minimum guarantee of 50 pax

2. Arrangement Set-Up (In Session)

- a. All tables, chairs, dinnerware, and glassware necessary for the event
 - The set-up per table cluster shall include incidental items such as but not limited to table cloth, chair cover, and centerpiece.
- b. Designation of a banquet coordinator
- c. Waitstaff/service personnel clad in clean uniforms
 - Stand-by dedicated waitstaff while the Board Meeting is being conducted
- d. One (1) dedicated waitstaff/service personnel for identified VIPs

3. Other Concerns

- a. Actual number of pax and final schedule of meeting is subject to confirmation one (1) week before the event, provided that there shall be an equitable adjustment in the contract price for the payment of persons in addition to the estimated 50 pax.

- b. Should the indicative dates stated herein be not workable, then the actual dates may be worked out by both parties subject to mutual availability and agreement without changes to the other specifications stated in this Technical Specification.
- c. Provide cost per head in case of additional person
- d. Any other arrangements that may be mutually agreed upon by TPB and the service provider

IV. FORCE MAJEURE

If and to the extent that a Party's performance of any of its obligations pursuant to this Terms of Reference is prevented, hindered or delayed directly or indirectly by fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, or any other similar cause beyond the reasonable control of such Party (each a "Force Majeure Event"), and such non-performance, hindrance or delay could not have been prevented by reasonable precautions, then the non-performing, hindered or delayed Party shall be excused for such non-performance, hindrance or delay, as applicable, of those obligations affected (the "Affected Services") by the Force Majeure Event for as long as the Force Majeure Event continues and, except as otherwise provided in this Section, such Party continues to use its commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay, including through the use of alternate sources, workaround plans or other means. The Party whose performance is prevented, hindered or delayed by a Force Majeure Event shall promptly notify the other Party in writing of the occurrence of the Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event.

The Impacted Party shall give a written notice within 5 days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 5 days following Notice given by it, the other party may thereafter terminate the contract agreement specific to this Terms of Reference upon written notice.

Further, TPB and the Service Provider hereby acknowledge that while current events related to the Covid-19 pandemic are known, future impacts of the outbreak are unforeseeable and shall be considered a Force Majeure event to the extent that they prevent the performance of a Party's obligations under this Terms of Reference.

V. PROJECT IMPLEMENTATION SCHEDULE

The indicative date of the event is **14 October 2022**.

VI. ADDITIONAL TECHNICAL REQUIREMENTS

1. Must be Filipino-owned and operated, and a legally registered catering provider under Philippine laws who shall submit the following requirements to support the same:
 - a. DTI Business Registration / SEC Certificate
 - b. BIR Registration with TIN
2. Must have at least three (3) years of experience in catering social events, meetings and functions

VII. APPROVED BUDGET FOR THE CONTRACT (ABC)

The ABC is **FIFTY THOUSAND PESOS ONLY (PHP 50,000.00)**, inclusive of all applicable taxes and fees.

VIII. TERMS OF PAYMENT

1. Payment will be on a send-bill arrangement within thirty (30) days upon receipt of the Statement of Account (SOA)/Billing.
2. Preferably has a Landbank account. Payment will be made through LBP bank deposit
3. In case the supplier does not have a Landbank account, bank charges will be shouldered by the supplier

IX. CONTRACT DURATION

The contract is a one-time engagement and shall commence from the issuance of the Notice to Proceed (NTP) until full and complete delivery of requirements.

X. CONTACT PERSONS

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Acting Corporate Board Secretary

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