



PHILIPPINE COAST GUARD
MARITIME SAFETY SERVICES COMMAND
Cavite Buoy Base, Naval Base Heracleo Alano, Sangley Point Cavite City

Supply and Delivery of Meals for MSSC Various Activities

06 MARCH 2023
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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

Bid – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

Bidder – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

Bidding Documents – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

CDA - Cooperative Development Authority.

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

DDP – Refers to the quoted price of the Goods, which means “delivered duty paid.”

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

Foreign-funded Procurement or Foreign-Assisted Project– Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

Framework Agreement – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as “Call-Offs,” are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

GFI – Government Financial Institution.

GOCC – Government-owned and/or –controlled corporation.

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

Supplier – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

UN – United Nations.



PHILIPPINE COAST GUARD

MARITIME SAFETY SERVICES COMMAND

Cavite Buoy Base, Naval Base Heracleo Alano, Sangley Point Cavite City

Section I. Invitation to Bid



PHILIPPINE COAST GUARD MARITIME SAFETY SERVICES COMMAND

Office: Bldg. 803, New Bldg. Heracleo Alano Sangley Point Cavite City

INVITATION TO BID FOR SUPPLY AND DELIVERY OF MEALS FOR MSSC VARIOUS ACTIVITIES

1. The **Headquarters Maritime Safety Services Command**, through the General Appropriations Act for CY 2023 intends to apply the sum of **One Million Three Hundred Sixty-Three Thousand (Php 1,363,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for **Supply and Delivery of Meals for MSSC Various Activities**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **Headquarters Maritime Safety Services Command** now invites bids for the above Procurement Project. Delivery of Goods is required pursuant to the schedule of activities specified in the Sec. VI - Schedule of Requirements after receipt of notice to proceed. Bidders should have completed, within **Five (5) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
 - a. 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, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information from **Procurement Branch Headquarters Maritime Safety Services Command located at 24th de Mayo Street Heracleo Alano Sangley Point Cavite City** and inspect the Bidding Documents at the address given during 8:00 AM – 5:00 PM. Except non-working days (i.e. Saturday and Sunday), Legal holiday, or Special non-working holiday, or other non-working days duly declared by the President, Mayor or other Government Official authorized to make such declaration.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **24 March 2023 to 26 April 2023** from the given address and website(s) below in the amount of **Five Thousand Pesos Only (Php 5,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person or through email at **mscprocurement@gmail.com**.

It may also be downloaded free of charge from the website of the **Philippine Government Electronic Procurement System (PhilGEPS)** and the website of

coastguard.gov.ph, provided that the Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

6. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *in person or through email*.
7. The **Headquarters Maritime Safety Services Command** will hold a Pre-Bid Conference¹ on **14 April 2023** at Headquarters Maritime Safety Services Command (HMSSC) Function hall, 24th de Mayo Street Heracleo Alano Sangley Point Cavite City, which shall be open to prospective bidders.
8. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **26 April 2023, 09:00 AM** late bids shall not be accepted.
9. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
10. Bid opening shall be on **26 April 2023, 09:00 AM onwards** at the given address below Headquarters Maritime Safety Services Command (HMSSC) Function hall, 24th de Mayo Street Heracleo Alano Sangley Point Cavite City. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
11. Bidders shall bear all costs associated with the preparation and submission of their bids, and the **Headquarters Maritime Safety Services Command** will in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

Bidders should note that the **Headquarters Maritime Safety Services Command** will accept bids only from those that have paid the applicable fee for the Bidding Documents.

In accordance with the Government Procurement Policy Board (GPPB) Circular 06-2005 – Tie-Breaking Method, the Bids and Awards Committee (BAC) shall use a non-discretionary and non-discriminatory measure based on sheer luck or chance, which is “DRAW LOTS”, in the event that the two (2) or more bidders have been post-qualified and the determined as the bidder have the Lowest Calculated Responsive Bid (LCRB) to determine the final bidder having the LCRB, based on the following procedures:

- a) In alphabetic order, the bidders shall pick one rolled paper.
 - b) The lucky bidder who would pick the paper with a “CONGRATULATIONS” remark shall declare as the final bidder having the LCRB and recommended for the award of the contract.
12. The **Headquarters Maritime Safety Services Command** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

13. For further information, please refer to:

CG ENS RACHELLE R VALENTINO

MSSC Procurement Branch

HMSSC Procurement Office

Headquarters Maritime Safety Services Command

24th de Mayo Street, Heracleo Alano, Sangley Point, Cavite City

Contact Number: 0927 839 8546

Email Address: msscprocurement@gmail.com

14. You may visit the following websites:

For downloading of Bidding Documents: www.philgeps.gov.ph or
www.coastguard.gov.ph

16 March 2023



CG CAPT EUGENIO A FEDERICO
BAC Chairman, MSSC



PHILIPPINE COAST GUARD
MARITIME SAFETY SERVICES COMMAND
Cavite Buoy Base, Naval Base Heracleo Alano, Sangley Point Cavite City

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **Headquarters Maritime Safety Services Command** wishes to receive Bids for the **Supply and Delivery of Meals for MSSC Various Activities** with identification number **MSSC-IB No. 2023-003**.

The Procurement Project (referred to herein as “Project”) is **composed of one (1) lot consisting of thirty-nine (37) items**, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The Government of the Philippines (GOP) through the source of funding as indicated below General Appropriations Act (GAA) for CY 2023 in the amount of **One Million Three Hundred Sixty-Three Thousand (Php 1,363,000.00)**.

2.2. The source of funding is General Appropriations Act (GAA) of 2023.

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:

- a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.

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 Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.

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 **Headquarters Maritime Safety Services Command (HMSSC) Function hall, 24th de Mayo Street, Heracleo Alano, Sangley Point, Cavite City** 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.

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 Declaration² 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 for one hundred twenty (120) calendar days from date of Opening and Preliminary Examination of Bid. 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.

² In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

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 Project** having several items that shall be awarded as one contract.
- 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**.



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MARITIME SAFETY SERVICES COMMAND

Cavite Buoy Base, Naval Base Heracleo Alano, Sangley Point Cavite City

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: a. Any contract involving supply and delivery of meals b. Completed within <i>five (5) years</i> prior to the deadline for the submission and receipt of bids.
7.1	No portion of the contract shall be sub-contracted.
12	The price of the Goods shall be quoted DDP at the Headquarters Maritime Safety Services Command (HMSSC), 24 th de Mayo Street, Heracleo Alano, Sangley Point, Cavite City.
14	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: a. The amount of not less than 2 percent (2%) of the ABC or at least the amount of Twenty-Seven Thousand Two Hundred Sixty Only (Php 27,260.00), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than 5 percent (5%) of the ABC or at least the amount of Sixty-Eight Thousand One Hundred Fifty Only (Php 68,150.00) if bid security is in Surety Bond.
19.3	Partial bid is not allowed. The goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award. The project shall be awarded as One Project having several items that shall be awarded as one contract.
20.2	No additional requirements. The Bidders having the Lowest Calculated Bid (LCB) or Single Calculated Bid (SCB) shall submit within a non-extendible period of five (5) calendar days from the BAC Notice as the LCB/SCB, the following: 1. In case the bidder has just submitted the Class "A" Legal eligibility requirements and Audited Financial Statements (AFS), a valid PhilGEPS Registration Certificate; 2. Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS); In Accordance with Executive Order (E.O.) No. 398, Revenue Regulation (R.R) No. 03-2005 and Revenue Memorandum Circular (RMC) 16-2005, the above-mentioned tax returns shall refer to the following: 2.1. Latest Income Tax Returns(ITR) shall be the ITR for the preceding year, whether calendar or fiscal, and 2.2. Latest Business Tax Returns shall refer to the Value Added Tax (VAT) or Percentage Tax filed and paid covering the previous six (6) months before

	the date of Submission, Receipt, Opening and Preliminary Examination Board.
21.2	In addition to the submission of Performance Securing Declaration or any of the allowable forms of Performance Security provided under Section 39.2 of the 2016 Revised Implementing Rules and Regulations (IRR) of the Republic Act (R.A No. 9184), the bidder having the Lowest Single Calculated Responsive Bid shall submit a Certificate of No Pending Case within ten (10) calendar days from receipt of the Notice of Awards (NOA).



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Cavite Buoy Base, Naval Base Heracleo Alano, Sangley Point Cavite City

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 is not allowed by the procuring entity.

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

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 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

6.1. 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.

- 6.2. 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.



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Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	Bidder/s has no right to demand for 15% mobilization fee and must provide brochures on items during the post-qualification. Delivery and Documents – For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows: “The delivery terms applicable to this Contract are delivered at Headquarters Maritime Safety Services Command located at 24th de Mayo Street, Heracleo Alano, Sangley Point, Cavite City Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.” Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements). For purposes of this Clause the Procuring Entity’s Representative at the Project Site is CG CDR ARGIE LYN P MAHINAY Acting DC of MSSS for Logistics, MSS4 Headquarters Maritime Safety Services Command 24th de Mayo Street, Heracleo Alano, Sangley Point, Cavite City CG ENS RACHELLE R VALENTINO Procurement Officer, MSSC Headquarters Maritime Safety Services Command 24th de Mayo Street, Heracleo Alano, Sangley Point, Cavite City Contact Number: 0927 839 8546 Email Address: msscprocurement@gmail.com Packaging – The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the

	remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit. The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity. The outer packaging must be clearly marked on at least four (4) sides as follows: Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.
	Transportation – Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.
	Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.

	The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination. Intellectual Property Rights – The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.
2.2	The terms of payment shall be as follows: a. No advance payment shall be allowed. b. Payment shall be made upon submission of the invoices describing the goods being delivered, subject to accounting and auditing rules and procedures.
4	The inspections and tests that will be conducted are: a. The inspection shall be undertaken at Headquarters Maritime Safety Services Command 24th de Mayo Street Heracleo Alano Sangley Point Cavite City. b. Pre-Delivery Inspection: All items delivered shall be checked by at least two (2) members of the Headquarters Maritime Safety Services Command Technical Inspection and Acceptance Committee (TIAC). c. Only items in conformity with the required quantity and technical specification shall be accepted.



PHILIPPINE COAST GUARD

MARITIME SAFETY SERVICES COMMAND

Cavite Buoy Base, Naval Base Heracleo Alano, Sangley Point Cavite City

Section VI. Schedule of Requirements

The delivery schedule expressed as days/weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Lot No.	Description	ITEMS	TOTAL	Delivered, Days/Weeks/Months
1	1. National Maritime Week	Food (Lunch)	140 Pax	Delivery Period: • The terms and conditions of the contract shall be effective from receipt by the winning supplier of the Notice to Proceed (NTP) • The Supplier will be notified seven (7) days prior to the delivery date for every activity. The meals shall be served based on the following schedule: ▪ Lunch (The meal shall be served and/or Catering services shall be provided): Within 1100H – 1300H
	2. Honors and Protocols	Food (Lunch)	165 Pax	Delivery Period: • The terms and conditions of the contract shall be effective from receipt by the winning supplier of the Notice to Proceed (NTP) • The Supplier will be notified seven (7) days prior to the delivery date for every activity. The meals shall be served based on the following schedule:

				▪ Lunch (The meal shall be served and/or Catering services shall be provided): Within 1100H – 1300H
	3. Morale			
	a. Quarterly PFT			
	2 nd Quarter	Food (Snacks)	200 Pax	Delivery Period: • The terms and conditions of the contract shall be effective from receipt by the winning supplier of the Notice to Proceed (NTP) • The Supplier will be notified seven (7) days prior to the delivery date for every activity. The meals shall be served based on the following schedule: ▪ AM Snacks (Packed Meals): Within 0900H – 1000H OR ▪ PM Snacks (Packed Meals): Within 1400H – 1500H
	3 rd Quarter	Food (Snacks)	200 Pax	Delivery Period: • The terms and conditions of the contract shall be effective from receipt by the winning supplier of the Notice to Proceed (NTP) • The Supplier will be notified seven (7) days prior to the delivery date for every activity. The meals shall be served based on the following schedule: ▪ AM Snacks (Packed Meals): Within 0900H – 1000H OR ▪ PM Snacks (Packed Meals): Within 1400H – 1500H
	4 th Quarter	Food (Snacks)	200 Pax	Delivery Period:

				• The terms and conditions of the contract shall be effective from receipt by the winning supplier of the Notice to Proceed (NTP) • The Supplier will be notified seven (7) days prior to the delivery date for every activity. The meals shall be served based on the following schedule: ▪ AM Snacks (Packed Meals): Within 0900H – 1000H OR ▪ PM Snacks (Packed Meals): Within 1400H – 1500H
	b. Sports Festival	Food (Snacks)	200 Pax	Delivery Period: • The terms and conditions of the contract shall be effective from receipt by the winning supplier of the Notice to Proceed (NTP) • The Supplier will be notified seven (7) days prior to the delivery date for every activity. The meals shall be served based on the following schedule: ▪ AM Snacks (Packed Meals): Within 0900H – 1000H OR ▪ PM Snacks (Packed Meals): Within 1400H – 1500H
	4. Environmental/Outreach Program			
	a. Light House Clean-up	Food (Snacks)	150 Pax	Delivery Period: • The terms and conditions of the contract shall be effective from receipt by the winning supplier of the Notice to Proceed (NTP)

				• The Supplier will be notified seven (7) days prior to the delivery date for every activity. The meals shall be served based on the following schedule: ▪ AM Snacks (Packed Meals): Within 0900H – 1000H OR ▪ PM Snacks (Packed Meals): Within 1400H – 1500H
	b. Coastal Clean-up	Food (Snacks)	150 Pax	Delivery Period: • The terms and conditions of the contract shall be effective from receipt by the winning supplier of the Notice to Proceed (NTP) • The Supplier will be notified seven (7) days prior to the delivery date for every activity. The meals shall be served based on the following schedule: ▪ AM Snacks (Packed Meals): Within 0900H – 1000H OR ▪ PM Snacks (Packed Meals): Within 1400H – 1500H
	5. Meetings and Conferences			
	a. Commander's Time/Dialogue			
	2 nd Quarter	Food (Snacks)	200 Pax	Delivery Period: • The terms and conditions of the contract shall be effective from receipt by the winning supplier of the Notice to Proceed (NTP) • The Supplier will be notified seven (7) days prior to the delivery date for every activity. The meals shall be served based on the following schedule:

				▪ AM Snacks (Packed Meals): Within 0900H – 1000H OR ▪ PM Snacks (Packed Meals): Within 1400H – 1500H
	3 rd Quarter	Food (Snacks)	200 Pax	Delivery Period: • The terms and conditions of the contract shall be effective from receipt by the winning supplier of the Notice to Proceed (NTP) • The Supplier will be notified seven (7) days prior to the delivery date for every activity. The meals shall be served based on the following schedule: ▪ AM Snacks (Packed Meals): Within 0900H – 1000H OR ▪ PM Snacks (Packed Meals): Within 1400H – 1500H
	4 th Quarter	Food (Snacks)	200 Pax	Delivery Period: • The terms and conditions of the contract shall be effective from receipt by the winning supplier of the Notice to Proceed (NTP) • The Supplier will be notified seven (7) days prior to the delivery date for every activity. The meals shall be served based on the following schedule: ▪ AM Snacks (Packed Meals): Within 0900H – 1000H OR ▪ PM Snacks (Packed Meals): Within 1400H – 1500H
	b. Staff Meeting/Conferences	Food (Snacks)	100 Pax	Delivery Period: • The terms and conditions of the contract shall be effective

				from receipt by the winning supplier of the Notice to Proceed (NTP) • The Supplier will be notified seven (7) days prior to the delivery date for every activity. The meals shall be served based on the following schedule: ▪ AM Snacks (Packed Meals): Within 0900H – 1000H OR ▪ PM Snacks (Packed Meals): Within 1400H – 1500H
	c. Command Conference			
	2 nd Quarter	Food (Lunch)	200 Pax	Delivery Period: • The terms and conditions of the contract shall be effective from receipt by the winning supplier of the Notice to Proceed (NTP) • The Supplier will be notified seven (7) days prior to the delivery date for every activity. The meals shall be served based on the following schedule: ▪ Lunch (The meal shall be served and/or Catering services shall be provided): Within 1100H – 1300H
	3 rd Quarter	Food (Lunch)	200 Pax	Delivery Period: • The terms and conditions of the contract shall be effective from receipt by the winning supplier of the Notice to Proceed (NTP) • The Supplier will be notified seven (7) days prior to the delivery date for every activity.

				The meals shall be served based on the following schedule: ▪ Lunch (The meal shall be served and/or Catering services shall be provided): Within 1100H – 1300H
	4 th Quarter	Food (Lunch)	200 Pax	Delivery Period: • The terms and conditions of the contract shall be effective from receipt by the winning supplier of the Notice to Proceed (NTP) • The Supplier will be notified seven (7) days prior to the delivery date for every activity. The meals shall be served based on the following schedule: ▪ Lunch (The meal shall be served and/or Catering services shall be provided): Within 1100H – 1300H
	d. BAC Meeting (25 activities)	Food (Snacks)	500 Pax	Delivery Period: • The terms and conditions of the contract shall be effective from receipt by the winning supplier of the Notice to Proceed (NTP) • The Supplier will be notified seven (7) days prior to the delivery date for every activity. The meals shall be served based on the following schedule: ▪ AM Snacks (Packed Meals): Within 0900H – 1000H OR ▪ PM Snacks (Packed Meals): Within 1400H – 1500H

e. Program Review Analysis (4 activities)	Food (Lunch)	200 Pax	Delivery Period: • The terms and conditions of the contract shall be effective from receipt by the winning supplier of the Notice to Proceed (NTP) • The Supplier will be notified seven (7) days prior to the delivery date for every activity. The meals shall be served based on the following schedule: ▪ Lunch (The meal shall be served and/or Catering services shall be provided): Within 1100H – 1300H
6. End of VAW Celebration	Food (Snacks)	200 Pax	Delivery Period: • The terms and conditions of the contract shall be effective from receipt by the winning supplier of the Notice to Proceed (NTP) • The Supplier will be notified seven (7) days prior to the delivery date for every activity. The meals shall be served based on the following schedule: ▪ AM Snacks (Packed Meals): Within 0900H – 1000H OR ▪ PM Snacks (Packed Meals): Within 1400H – 1500H
7. Seminars and Trainings			
a. SAREX (2 activities) Opening and Closing Ceremony	Food (Lunch)	60 Pax	Delivery Period: • The terms and conditions of the contract shall be effective from receipt by the winning supplier of the Notice to Proceed (NTP)

				• The Supplier will be notified seven (7) days prior to the delivery date for every activity. The meals shall be served based on the following schedule: ▪ Lunch (The meal shall be served and/or Catering services shall be provided): Within 1100H – 1300H
	b. VTMS Operator Course (2 activities) Convening and Graduating	Food (Lunch)	60 Pax	Delivery Period: • The terms and conditions of the contract shall be effective from receipt by the winning supplier of the Notice to Proceed (NTP) • The Supplier will be notified seven (7) days prior to the delivery date for every activity. The meals shall be served based on the following schedule: ▪ Lunch (The meal shall be served and/or Catering services shall be provided): Within 1100H – 1300H
	c. General Radio Operator's Course (2 activities) Convening and Graduation	Food (Lunch)	50 Pax	Delivery Period: • The terms and conditions of the contract shall be effective from receipt by the winning supplier of the Notice to Proceed (NTP) • The Supplier will be notified seven (7) days prior to the delivery date for every activity. The meals shall be served based on the following schedule: ▪ Lunch (The meal shall be served and/or Catering

			services shall be provided): Within 1100H – 1300H
d. COLREGS Seminar (2 activities) Opening and Closing Ceremony	Food (Snacks)	80 Pax	Delivery Period: • The terms and conditions of the contract shall be effective from receipt by the winning supplier of the Notice to Proceed (NTP) • The Supplier will be notified seven (7) days prior to the delivery date for every activity. The meals shall be served based on the following schedule: ▪ AM Snacks (Packed Meals): Within 0900H – 1000H OR ▪ PM Snacks (Packed Meals): Within 1400H – 1500H
e. VTMS Seminar (2 activities) Opening and Closing Ceremony	Food (Lunch)	50 Pax	Delivery Period: • The terms and conditions of the contract shall be effective from receipt by the winning supplier of the Notice to Proceed (NTP) • The Supplier will be notified seven (7) days prior to the delivery date for every activity. The meals shall be served based on the following schedule: ▪ Lunch (The meal shall be served and/or Catering services shall be provided): Within 1100H – 1300H
f. Logistics Seminar	Food (Snacks)	100 Pax	Delivery Period: • The terms and conditions of the contract shall be effective from receipt by the winning supplier of the Notice to Proceed (NTP)

				• The Supplier will be notified seven (7) days prior to the delivery date for every activity. The meals shall be served based on the following schedule: ▪ AM Snacks (Packed Meals): Within 0900H – 1000H OR ▪ PM Snacks (Packed Meals): Within 1400H – 1500H
	g. Career Development Workshop	Food (Snacks)	50 Pax	Delivery Period: • The terms and conditions of the contract shall be effective from receipt by the winning supplier of the Notice to Proceed (NTP) • The Supplier will be notified seven (7) days prior to the delivery date for every activity. The meals shall be served based on the following schedule: ▪ AM Snacks (Packed Meals): Within 0900H – 1000H OR ▪ PM Snacks (Packed Meals): Within 1400H – 1500H
	h. MSLEBC (Convening and Graduation)	Food (Lunch)	200 Pax	Delivery Period: • The terms and conditions of the contract shall be effective from receipt by the winning supplier of the Notice to Proceed (NTP) • The Supplier will be notified seven (7) days prior to the delivery date for every activity. The meals shall be served based on the following schedule: ▪ Lunch (The meal shall be served and/or Catering

				services shall be provided): Within 1100H – 1300H
	i. ATONSC (Convening and Graduation)	Food (Snacks)	200 Pax	Delivery Period: • The terms and conditions of the contract shall be effective from receipt by the winning supplier of the Notice to Proceed (NTP) • The Supplier will be notified seven (7) days prior to the delivery date for every activity. The meals shall be served based on the following schedule: ▪ AM Snacks (Packed Meals): Within 0900H – 1000H OR ▪ PM Snacks (Packed Meals): Within 1400H – 1500H
	j. MARSAD (Convening and Graduation)	Food (Snacks)	180 Pax	Delivery Period: • The terms and conditions of the contract shall be effective from receipt by the winning supplier of the Notice to Proceed (NTP) • The Supplier will be notified seven (7) days prior to the delivery date for every activity. The meals shall be served based on the following schedule: ▪ AM Snacks (Packed Meals): Within 0900H – 1000H OR ▪ PM Snacks (Packed Meals): Within 1400H – 1500H
	k. SARSC (Opening and Closing)	Food (Snacks)	120 Pax	Delivery Period: • The terms and conditions of the contract shall be effective from receipt by the winning supplier of the Notice to Proceed (NTP)

				• The Supplier will be notified seven (7) days prior to the delivery date for every activity. The meals shall be served based on the following schedule: ▪ AM Snacks (Packed Meals): Within 0900H – 1000H OR ▪ PM Snacks (Packed Meals): Within 1400H – 1500H
	l. ATON FMIT (Opening and Closing)	Food (Snacks)	80 Pax	Delivery Period: • The terms and conditions of the contract shall be effective from receipt by the winning supplier of the Notice to Proceed (NTP) • The Supplier will be notified seven (7) days prior to the delivery date for every activity. The meals shall be served based on the following schedule: ▪ AM Snacks (Packed Meals): Within 0900H – 1000H OR ▪ PM Snacks (Packed Meals): Within 1400H – 1500H
	m. PSC Basic Training (2 Activities) Opening and Closing	Food (Snacks)	160 Pax	Delivery Period: • The terms and conditions of the contract shall be effective from receipt by the winning supplier of the Notice to Proceed (NTP) • The Supplier will be notified seven (7) days prior to the delivery date for every activity. The meals shall be served based on the following schedule:

				▪ AM Snacks (Packed Meals): Within 0900H – 1000H OR ▪ PM Snacks (Packed Meals): Within 1400H – 1500H
	n. PSC Specialized (Opening and Closing)	Food (Snacks)	160 Pax	Delivery Period: • The terms and conditions of the contract shall be effective from receipt by the winning supplier of the Notice to Proceed (NTP) • The Supplier will be notified seven (7) days prior to the delivery date for every activity. The meals shall be served based on the following schedule: ▪ AM Snacks (Packed Meals): Within 0900H – 1000H OR ▪ PM Snacks (Packed Meals): Within 1400H – 1500H
	o. PSC CIC (Opening and Closing)	Food (Snacks)	160 Pax	Delivery Period: • The terms and conditions of the contract shall be effective from receipt by the winning supplier of the Notice to Proceed (NTP) • The Supplier will be notified seven (7) days prior to the delivery date for every activity. The meals shall be served based on the following schedule: ▪ AM Snacks (Packed Meals): Within 0900H – 1000H OR ▪ PM Snacks (Packed Meals): Within 1400H – 1500H
	p. VSEI (Opening and Closing)	Food (Snacks)	100 Pax	Delivery Period: • The terms and conditions of the contract shall be effective from receipt by the winning

				supplier of the Notice to Proceed (NTP) • The Supplier will be notified seven (7) days prior to the delivery date for every activity. The meals shall be served based on the following schedule: ▪ AM Snacks (Packed Meals): Within 0900H – 1000H OR ▪ PM Snacks (Packed Meals): Within 1400H – 1500H
	q. ERE Training Evaluators (1 activity) Opening and Closing	Food (Snacks)	100 Pax	Delivery Period: • The terms and conditions of the contract shall be effective from receipt by the winning supplier of the Notice to Proceed (NTP) • The Supplier will be notified seven (7) days prior to the delivery date for every activity. The meals shall be served based on the following schedule: ▪ AM Snacks (Packed Meals): Within 0900H – 1000H OR ▪ PM Snacks (Packed Meals): Within 1400H – 1500H
	r. RSEI Training (2 activities) Opening and Closing	Food (Snacks)	200 Pax	Delivery Period: • The terms and conditions of the contract shall be effective from receipt by the winning supplier of the Notice to Proceed (NTP) • The Supplier will be notified seven (7) days prior to the delivery date for every activity. The meals shall be served based on the following schedule:

				▪ AM Snacks (Packed Meals): Within 0900H – 1000H OR ▪ PM Snacks (Packed Meals): Within 1400H – 1500H
	s. Lifeguard Training (2 activities) Opening and Closing	Food (Snacks)	200 Pax	Delivery Period: • The terms and conditions of the contract shall be effective from receipt by the winning supplier of the Notice to Proceed (NTP) • The Supplier will be notified seven (7) days prior to the delivery date for every activity. The meals shall be served based on the following schedule: ▪ AM Snacks (Packed Meals): Within 0900H – 1000H OR ▪ PM Snacks (Packed Meals): Within 1400H – 1500H

Conforme:

(Signature of Authorized Representative) (in capacity of)(Please indicate position of Authorized Rep)

Duly authorized to sign Bid for and on behalf of _____
(Please indicate name of company)



PHILIPPINE COAST GUARD

MARITIME SAFETY SERVICES COMMAND

Cavite Buoy Base, Naval Base Heracleo Alano, Sangley Point Cavite City

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance	
		<i>[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 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 Bidder's 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 applicable laws and issuances.]</i>	
Lot No.	Particulars	Description	Please indicate either: “Comply” or “Not Comply”
1	1. National Maritime Week Quantity: 140 Pax for Lunch	1) Lunch 1.1. Viands: a) Pork Eaters 1 Viand of meat (Pork/Beef) & 1 viand of fish, chicken or other seafood (at least 100g per serving) b) Non- Pork Eaters	Statement of Compliance:

		1 Viand of Chicken or Beef & 1 viand of fish or other seafood (at least 100g per serving); 1.2. Vegetable (at least 100g per serving); 1.3. At least one (1) full size measuring cup of steamed rice (at least 150g per serving); and 1.4. Water, Juice or Soda at least 375ml; and 1.5. At least one (1) dessert (Fruits, Cakes, Pastry, Chocolates, Cookies, Gelatin, Pie)	
2. Honors and Protocols	Quantity: 165 Pax for Lunch	1) Lunch 1.1. Viands: a) Pork Eaters 1 Viand of meat (Pork/Beef) & 1 viand of fish, chicken or other seafood (at least 100g per serving) b) Non- Pork Eaters 1 Viand of Chicken or Beef & 1 viand of fish or other seafood (at least 100g per serving); 1.2. Vegetable (at least 100g per serving); 1.3. At least one (1) full size measuring cup of steamed rice (at least 150g per serving); and 1.4. Water, Juice or Soda at least 375ml; and 1.5. At least one (1) dessert (Fruits, Cakes, Pastry, Chocolates, Cookies, Gelatin, Pie)	Statement of Compliance:
3. Morale	2 nd Quarterly PFT	1. AM Snacks / PM Snacks a. Choice of Pasta (white/red sauce)/ Pancit (Any type, e.g, pancit	Statement of Compliance:

	Quantity: 200 Pax for AM/ PM Snacks	malabon, miki bihon and pancit binondo/Palabok), Sandwiches/ Burgers/ Kakanin b. Drinks: Soda/Juice/Bottled Water at least 375 ml.	
	3. Morale 3 rd Quarterly PFT Quantity: 200 Pax for AM/ PM Snacks	1. AM Snacks / PM Snacks a. Choice of Pasta (white/red sauce)/ Pancit (Any type, e.g, pancit malabon, miki bihon and pancit binondo/Palabok), Sandwiches/ Burgers/ Kakanin b. Drinks: Soda/Juice/Bottled Water at least 375 ml.	Statement of Compliance:
	3. Morale 4 th Quarter PFT Quantity: 200 Pax for S AM/ PM Snacks	1. AM Snacks / PM Snacks a. Choice of Pasta (white/red sauce)/ Pancit (Any type, e.g, pancit malabon, miki bihon and pancit binondo/Palabok), Sandwiches/ Burgers/ Kakanin b. Drinks: Soda/Juice/Bottled Water at least 375 ml.	Statement of Compliance:
	3. Morale b. Sports Festival Quantity: 200 Pax for AM/ PM Snacks	1. AM Snacks / PM Snacks a. Choice of Pasta (white/red sauce)/ Pancit (Any type, e.g, pancit malabon, miki bihon and pancit binondo/Palabok), Sandwiches/ Burgers/ Kakanin b. Drinks: Soda/Juice/Bottled Water at least 375 ml.	Statement of Compliance:
	4. Environmental/Outr each Program a. Light House Clean-up Quantity: 150 Pax for AM/ PM Snacks	1. AM Snacks / PM Snacks a. Choice of Pasta (white/red sauce)/ Pancit (Any type, e.g, pancit malabon, miki bihon and pancit binondo/Palabok), Sandwiches/ Burgers/ Kakanin b. Drinks: Soda/Juice/Bottled Water at least 375 ml.	Statement of Compliance:

4. Environmental/Outreach Program b. Coastal Clean-up Quantity: 150 Pax for AM/PM Snacks	1. AM Snacks / PM Snacks a. Choice of Pasta (white/red sauce)/ Pancit (Any type, e.g, pancit malabon, miki bihon and pancit binondo/Palabok), Sandwiches/ Burgers/ Kakanin b. Drinks: Soda/Juice/Bottled Water at least 375 ml.	Statement of Compliance:
5. Meetings and Conferences a. 2 nd Commander's Time/Dialogue Quantity: 200 Pax for AM/PM Snacks	1. AM Snacks / PM Snacks a. Choice of Pasta (white/red sauce)/ Pancit (Any type, e.g, pancit malabon, miki bihon and pancit binondo/Palabok), Sandwiches/ Burgers/ Kakanin b. Drinks: Soda/Juice/Bottled Water at least 375 ml.	Statement of Compliance:
5. Meetings and Conferences a. 3 rd Commander's Time/Dialogue Quantity: 200 Pax for AM/PM Snacks	1. AM Snacks / PM Snacks a. Choice of Pasta (white/red sauce)/ Pancit (Any type, e.g, pancit malabon, miki bihon and pancit binondo/Palabok), Sandwiches/ Burgers/ Kakanin b. Drinks: Soda/Juice/Bottled Water at least 375 ml.	Statement of Compliance:
5. Meetings and Conferences 4 th Commander's Time/Dialogue Quantity: 200 Pax for AM/PM Snacks	1. AM Snacks / PM Snacks a. Choice of Pasta (white/red sauce)/ Pancit (Any type, e.g, pancit malabon, miki bihon and pancit binondo/Palabok), Sandwiches/ Burgers/ Kakanin b. Drinks: Soda/Juice/Bottled Water at least 375 ml.	Statement of Compliance:
5. Meetings and Conferences b. Staff Meeting/ Conferences Quantity:	1. AM Snacks / PM Snacks a. Choice of Pasta (white/red sauce)/ Pancit (Any type, e.g, pancit malabon, miki bihon and pancit binondo/Palabok), Sandwiches/ Burgers/ Kakanin	Statement of Compliance:

	330 Pax for AM/PM Snacks	b. Drinks: Soda/Juice/Bottled Water at least 375 ml.	
	5. Meetings and Conferences b. Staff Meeting/Conferences Quantity: 150 Pax for Lunch	1) Lunch 1.1. Viands: a) Pork Eaters 1 Viand of meat (Pork/Beef) & 1 viand of fish, chicken or other seafood (at least 100g per serving) b) Non- Pork Eaters 1 Viand of Chicken or Beef & 1 viand of fish or other seafood (at least 100g per serving); 1.2. Vegetable (at least 100g per serving); 1.3. At least one (1) full size measuring cup of steamed rice (at least 150g per serving); and 1.4. Water, Juice or Soda at least 375ml; and 1.5. At least one (1) dessert (Fruits, Cakes, Pastry, Chocolates, Cookies, Gelatin, Pie)	Statement of Compliance:
	5. Meetings and Conferences c. 2nd Quarter Command Conference Quantity: 200 Pax for Lunch	1) Lunch 1.1. Viands: a) Pork Eaters 1 Viand of meat (Pork/Beef) & 1 viand of fish, chicken or other seafood (at least 100g per serving) b) Non- Pork Eaters 1 Viand of Chicken or Beef & 1 viand of fish or other seafood (at least 100g per serving); 1.2. Vegetable (at least 100g per serving);	Statement of Compliance:

		1.3. At least one (1) full size measuring cup of steamed rice (at least 150g per serving); and 1.4. Water, Juice or Soda at least 375ml; and 1.5. At least one (1) dessert (Fruits, Cakes, Pastry, Chocolates, Cookies, Gelatin, Pie)	
	5. Meetings and Conferences c. 3rd Quarter Command Conference Quantity: 200 Pax for Lunch	1) Lunch 1.1. Viands: a) Pork Eaters 1 Viand of meat (Pork/Beef) & 1 viand of fish, chicken or other seafood (at least 100g per serving) b) Non- Pork Eaters 1 Viand of Chicken or Beef & 1 viand of fish or other seafood (at least 100g per serving); 1.2. Vegetable (at least 100g per serving); 1.3. At least one (1) full size measuring cup of steamed rice (at least 150g per serving); and 1.4. Water, Juice or Soda at least 375ml; and 1.5. At least one (1) dessert (Fruits, Cakes, Pastry, Chocolates, Cookies, Gelatin, Pie)	Statement of Compliance:
	5. Meetings and Conferences c. 4th Quarter Command Conference Quantity: 200 Pax for Lunch	1) Lunch 1.1. Viands: a) Pork Eaters 1 Viand of meat (Pork/Beef) & 1 viand of fish, chicken or other seafood (at least 100g per serving)	Statement of Compliance:

		b) Non- Pork Eaters 1 Viand of Chicken or Beef & 1 viand of fish or other seafood (at least 100g per serving); 1.2. Vegetable (at least 100g per serving); 1.3. At least one (1) full size measuring cup of steamed rice (at least 150g per serving); and 1.4. Water, Juice or Soda at least 375ml; and 1.5. At least one (1) dessert (Fruits, Cakes, Pastry, Chocolates, Cookies, Gelatin, Pie)	
	5. Meetings and Conferences d. BAC Meeting (25 Activities) Quantity: 500 Pax for AM/PM Snacks	1. AM Snacks / PM Snacks a. Choice of Pasta (white/red sauce)/ Pancit (Any type, e.g, pancit malabon, miki bihon and pancit binondo/Palabok), Sandwiches/ Burgers/ Kakanin b. Drinks: Soda/Juice/Bottled Water at least 375 ml.	Statement of Compliance:
	5. Meetings and Conferences e. Program Review Analysis (4 Activities) Quantity: 200 Pax for Lunch	1) Lunch 1.1. Viands: a) Pork Eaters 1 Viand of meat (Pork/Beef) & 1 viand of fish, chicken or other seafood (at least 100g per serving) b) Non- Pork Eaters 1 Viand of Chicken or Beef & 1 viand of fish or other seafood (at least 100g per serving); 1.2. Vegetable (at least 100g per serving);	Statement of Compliance:

		1.3. At least one (1) full size measuring cup of steamed rice (at least 150g per serving); and 1.4. Water, Juice or Soda at least 375ml; and 1.5. At least one (1) dessert (Fruits, Cakes, Pastry, Chocolates, Cookies, Gelatin, Pie)	
	6. End of VAW Celebration Quantity: 200 Pax for AM/PM Snacks	1. AM Snacks / PM Snacks a. Choice of Pasta (white/red sauce)/ Pancit (Any type, e.g, pancit malabon, miki bihon and pancit binondo/Palabok), Sandwiches/ Burgers/ Kakanin b. Drinks: Soda/Juice/Bottled Water at least 375 ml.	Statement of Compliance:
	7. Seminars and Training a. SAREX (1 Activity) Opening and Closing Ceremony 60 Pax for Lunch	1) Lunch 1.1. Viands: a) Pork Eaters 1 Viand of meat (Pork/Beef) & 1 viand of fish, chicken or other seafood (at least 100g per serving) b) Non- Pork Eaters 1 Viand of Chicken or Beef & 1 viand of fish or other seafood (at least 100g per serving); 1.2. Vegetable (at least 100g per serving); 1.3. At least one (1) full size measuring cup of steamed rice (at least 150g per serving); and 1.4. Water, Juice or Soda at least 375ml; and 1.5. At least one (1) dessert (Fruits, Cakes, Pastry, Chocolates, Cookies, Gelatin, Pie)	Statement of Compliance:

	7. Seminars and Training b. VTMS Operator (1 Activity) Convening and Graduation 60 Pax for Lunch	1) Lunch 1.1. Viands: a) Pork Eaters 1 Viand of meat (Pork/Beef) & 1 viand of fish, chicken or other seafood (at least 100g per serving) b) Non- Pork Eaters 1 Viand of Chicken or Beef & 1 viand of fish or other seafood (at least 100g per serving); 1.2. Vegetable (at least 100g per serving); 1.3. At least one (1) full size measuring cup of steamed rice (at least 150g per serving); and 1.4. Water, Juice or Soda at least 375ml; and 1.5. At least one (1) dessert (Fruits, Cakes, Pastry, Chocolates, Cookies, Gelatin, Pie)	Statement of Compliance:
	7. Seminars and Training c. General Radio Operator's Course (1 Activity) Convening and Graduation 50 Pax for Lunch	1) Lunch 1.1. Viands: a) Pork Eaters 1 Viand of meat (Pork/Beef) & 1 viand of fish, chicken or other seafood (at least 100g per serving) b) Non- Pork Eaters 1 Viand of Chicken or Beef & 1 viand of fish or other seafood (at least 100g per serving); 1.2. Vegetable (at least 100g per serving);	Statement of Compliance:

		1.3. At least one (1) full size measuring cup of steamed rice (at least 150g per serving); and 1.4. Water, Juice or Soda at least 375ml; and 1.5. At least one (1) dessert (Fruits, Cakes, Pastry, Chocolates, Cookies, Gelatin, Pie)	
	7. Seminars and Training d. COLREGS (1 Activity) Opening and Closing Ceremony 80 Pax for AM/PM Snacks	1. AM Snacks / PM Snacks a. Choice of Pasta (white/red sauce)/ Pancit (Any type, e.g, pancit malabon, miki bihon and pancit binondo/Palabok), Sandwiches/ Burgers/ Kakanin b. Drinks: Soda/Juice/Bottled Water at least 375 ml.	Statement of Compliance:
	7. Seminars and Training e. VTMS Seminar (1 Activity) Opening and Closing Ceremony 50 Pax for Lunch	1) Lunch 1.1. Viands: a) Pork Eaters 1 Viand of meat (Pork/Beef) & 1 viand of fish, chicken or other seafood (at least 100g per serving) b) Non- Pork Eaters 1 Viand of Chicken or Beef & 1 viand of fish or other seafood (at least 100g per serving); 1.2. Vegetable (at least 100g per serving); 1.3. At least one (1) full size measuring cup of steamed rice (at least 150g per serving); and 1.4. Water, Juice or Soda at least 375ml; and 1.5. At least one (1) dessert (Fruits, Cakes, Pastry, Chocolates, Cookies, Gelatin, Pie)	Statement of Compliance:

	7. Seminars and Training f. Logistics Seminar 100 Pax for AM/PM Snacks	1. AM Snacks / PM Snacks a. Choice of Pasta (white/red sauce)/ Pancit (Any type, e.g, pancit malabon, miki bihon and pancit binondo/Palabok), Sandwiches/ Burgers/ Kakanin b. Drinks: Soda/Juice/Bottled Water at least 375 ml.	Statement of Compliance:
	7. Seminars and Training g. Career Development Workshop 50 Pax for AM/PM Snacks	1. AM Snacks / PM Snacks a. Choice of Pasta (white/red sauce)/ Pancit (Any type, e.g, pancit malabon, miki bihon and pancit binondo/Palabok), Sandwiches/ Burgers/ Kakanin b. Drinks: Soda/Juice/Bottled Water at least 375 ml.	Statement of Compliance:
	7. Seminars and Training h. MSLEBC (Convening and Graduation) 200 Pax for Lunch	1) Lunch 1.1. Viands: a) Pork Eaters 1 Viand of meat (Pork/Beef) & 1 viand of fish, chicken or other seafood (at least 100g per serving) b) Non- Pork Eaters 1 Viand of Chicken or Beef & 1 viand of fish or other seafood (at least 100g per serving); 1.2. Vegetable (at least 100g per serving); 1.3. At least one (1) full size measuring cup of steamed rice (at least 150g per serving); and 1.4. Water, Juice or Soda at least 375ml; and 1.5. At least one (1) dessert (Fruits, Cakes, Pastry, Chocolates, Cookies, Gelatin, Pie)	Statement of Compliance:

	7. Seminars and Training i. ATONSC (Convening and Graduation) 200 Pax for AM/PM Snacks	1. AM Snacks / PM Snacks a. Choice of Pasta (white/red sauce)/ Pancit (Any type, e.g, pancit malabon, miki bihon and pancit binondo/Palabok), Sandwiches/ Burgers/ Kakanin b. Drinks: Soda/Juice/Bottled Water at least 375 ml.	Statement of Compliance:
	7. Seminars and Training j. MARSAD (Convening and Graduation) 180 Pax for AM/PM Snacks	1. AM Snacks / PM Snacks a. Choice of Pasta (white/red sauce)/ Pancit (Any type, e.g, pancit malabon, miki bihon and pancit binondo/Palabok), Sandwiches/ Burgers/ Kakanin b. Drinks: Soda/Juice/Bottled Water at least 375 ml.	Statement of Compliance:
	7. Seminars and Training k. SARC (Opening and Closing) 120 Pax for AM/PM Snacks	1. AM Snacks / PM Snacks a. Choice of Pasta (white/red sauce)/ Pancit (Any type, e.g, pancit malabon, miki bihon and pancit binondo/Palabok), Sandwiches/ Burgers/ Kakanin b. Drinks: Soda/Juice/Bottled Water at least 375 ml.	Statement of Compliance:
	7. Seminars and Training l. ATON FMIT (Opening and Closing) 80 Pax for AM/PM Snacks	1. AM Snacks / PM Snacks a. Choice of Pasta (white/red sauce)/ Pancit (Any type, e.g, pancit malabon, miki bihon and pancit binondo/Palabok), Sandwiches/ Burgers/ Kakanin b. Drinks: Soda/Juice/Bottled Water at least 375 ml.	Statement of Compliance:
	7. Seminars and Training m. PSC Basic Training (2 Activities) Opening and Closing	1. AM Snacks / PM Snacks a. Choice of Pasta (white/red sauce)/ Pancit (Any type, e.g, pancit malabon, miki bihon and pancit binondo/Palabok), Sandwiches/ Burgers/ Kakanin	Statement of Compliance:

	160 Pax for AM/PM Snacks	b. Drinks: Soda/Juice/Bottled Water at least 375 ml.	
	7. Seminars and Training n. PSC Specialized (Opening and Closing) 160 Pax for AM/PM Snacks	1. AM Snacks / PM Snacks a. Choice of Pasta (white/red sauce)/ Pancit (Any type, e.g, pancit malabon, miki bihon and pancit binondo/Palabok), Sandwiches/ Burgers/ Kakanin b. Drinks: Soda/Juice/Bottled Water at least 375 ml.	Statement of Compliance:
	7. Seminars and Training o. PSC CIC (Opening and Closing) 160 Pax for AM/PM Snacks	1. AM Snacks / PM Snacks a. Choice of Pasta (white/red sauce)/ Pancit (Any type, e.g, pancit malabon, miki bihon and pancit binondo/Palabok), Sandwiches/ Burgers/ Kakanin b. Drinks: Soda/Juice/Bottled Water at least 375 ml.	Statement of Compliance:
	7. Seminars and Training p. VSEI (Opening and Closing) 100 Pax for AM/PM Snacks	1. AM Snacks / PM Snacks a. Choice of Pasta (white/red sauce)/ Pancit (Any type, e.g, pancit malabon, miki bihon and pancit binondo/Palabok), Sandwiches/ Burgers/ Kakanin b. Drinks: Soda/Juice/Bottled Water at least 375 ml.	Statement of Compliance:
	7. Seminars and Training q. ERE Training Evaluators (1 Activity) Opening and Closing 100 Pax for AM/PM Snacks	1. AM Snacks / PM Snacks a. Choice of Pasta (white/red sauce)/ Pancit (Any type, e.g, pancit malabon, miki bihon and pancit binondo/Palabok), Sandwiches/ Burgers/ Kakanin b. Drinks: Soda/Juice/Bottled Water at least 375 ml.	Statement of Compliance:
	7. Seminars and Training	1. AM Snacks / PM Snacks a. Choice of Pasta (white/red sauce)/ Pancit (Any type, e.g, pancit malabon, miki bihon and pancit binondo/Palabok), Sandwiches/ Burgers/ Kakanin b. Drinks: Soda/Juice/Bottled Water at least 375 ml.	Statement of Compliance:

	r. RSEI Training (2 Activities) Opening and Closing 200 Pax for AM/PM Snacks	binondo/Palabok), Sandwiches/ Burgers/ Kakanin b. Drinks: Soda/Juice/Bottled Water at least 375 ml.	
	7. Seminars and Training s. Lifeguard Training (2 Activities) Opening and Closing 200 Pax for AM/PM Snacks	1. AM Snacks / PM Snacks a. Choice of Pasta (white/red sauce)/ Pancit (Any type, e.g, pancit malabon, miki bihon and pancit binondo/Palabok), Sandwiches/ Burgers/ Kakanin b. Drinks: Soda/Juice/Bottled Water at least 375 ml.	Statement of Compliance:
OTHER REQUIREMENTS			Please indicate either: “Comply” or “Not Comply”
General Terms and Conditions			
1. The budget for the packed meals and/or catering services shall not exceed the following amounts: a) Breakfast: Two Hundred Pesos (PhP200.00); b) AM/PM Snacks (Packed Meals): One Hundred Fifty Pesos (PhP150.00); c) AM/PM Snacks (Catering Services): One Hundred Fifty Pesos (PhP150.00); d) Lunch/Dinner (Packed Meals): Four Hundred Pesos (PhP400.00); e) Lunch/Dinner (Catering Services): Four Hundred Pesos (PhP400.00)			
2. The winning Supplier or Service Provider must obtain from responsible government agency Sanitary Permit and submit the same to PCG within seven (7) calendar days from receipt of the Notice to Proceed (NTP).			
3. The winning Supplier or Service Provider shall submit to the end-user the menu five (5) days prior to the scheduled supply and delivery of packed meals and/or provision for the required catering services for checking and approval.			
4. Usage of hairnet and gloves by kitchen personnel must be observed at all times (gloves for dry/raw food must not be used to serve wet/cooked food).			
5. If food will be cooked in a different location, the winning supplier or Service Provider must transport food at least thirty			

(30) minutes before the service within a tightly covered or sealed container to maintain it's the good quality of the food and avoid spoilage.	
6. If food packs shall be served, it shall be packed in an eco-friendly and recyclable container	
7. All packed meals shall include eco-friendly table napkins, complete with eco-friendly cutlery (spoon and fork). On the other hand, for catering services, the necessary table napkins and all the necessary cutlery (spoon and fork), plates, glasses, and/or saucers shall be provided.	
8. The winning Supplier or Service Provider will be notified seven (7) days prior to the scheduled date of activity with respect to the venue of activity/engagement.	
9. Payment will be processed upon satisfactory completion of the supply and delivery of all the pack meals and/or provisions of catering services in accordance with the technical specifications, delivery schedule and terms and conditions of the project, subject to the acceptance in writing of the end-user/beneficiary. The winning Supplier or Service Provider shall send its billing to the Headquarters Maritime Safety Services Command, Heracleo Alano, Sangley Point, Cavite City together with all the necessary 124 documentary evidence duly filled up and signed by the authorized PCG officers and personnel who received the food packs and/or provision of catering services as basis of payment.	
10. The winning supplier shall prepare food selection being offered during the Post-Qualification for the conformity of the technical specifications.	
MENU	
1. The menu should consist of varied selections of vegetables, fruits, pork, beef, chicken, fish, and seafood. Vegetables should always be available.	
2. The total food packs should comprise of one-half food packs for pork eaters and one-half food packs for non-pork eaters.	
3. As for Catering Services, total menu shall cater all attendees including pork and non-pork eaters.	
4. The menu should include viands using different methods of cooking (grilled, steamed, fried)	
5. Food served must not appear too oily or soaked in its own fat.	

6. Hot food should be served hot; cold food should be served cold.	
7. The winning Supplier or Service Provider shall agree to prepare the healthy meals according to the approved budget for the Personnel.	
8. The winning Supplier or Service Provider should be able to serve easy to prepare food and snacks.	
9. Dessert should vary like fresh fruits, salad (fruit, buko, buko pandan) and sweets (e.g., ube jam, leche flan, macaroons).	
10. Morning and afternoon snacks should NOT be the same.	
11. Color combination and food presentation in the food packs must be observed.	
12. Texture and consistency of the food delivered should be observed accordingly.	
13. Two (2) or more foods with strong flavors should be avoided in the same meal strong flavors should be avoided in the same meal.	
14. Salty food choices should not be present in the same meal schedule.	
15. Portion control in serving viands must be observed and standardized.	
16. Fat portions in meat should be trimmed.	
17. Processed and/or canned foods should be limited to not more than two (2) times a week.	
18. The winning Supplier or Service Provider shall have interest and commitment to provide healthy meals. Healthy meal is defined as a Healthy Diet which is complete with all the essential nutrients needed to perform daily activities and is balanced in terms of carbohydrates, proteins, vitamins and mineral distribution.	
19. The winning Supplier or Service Provider shall also prevent meals cooked that are easily spoiled.	
Other requirement to be submitted by the Bidder during the Post-Qualification:	
• TWG to conduct site inspection to ascertain the authenticity of the store and supporting documents	

• Brochures or sample pictures of each items for pre-approval of the TWG to comply with the acceptance parameters • Certificate of Dealership/ Distributorship
x-x-x-x Nothing Follows x-x-x-x-x-x-x

Conforme:

(Signature of Authorized Representative) (In capacity of)(Please indicate position of Authorized Rep)

Duly authorized to sign Bid for and on behalf of _____
(Please indicate name of company)



PHILIPPINE COAST GUARD

MARITIME SAFETY SERVICES COMMAND

Cavite Buoy Base, Naval Base Heracleo Alano, Sangley Point Cavite City

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

Each Bidder shall submit **one (1) original** and six (6) copies of the first and second components of its bid through their duly authorized representatives.

All envelopes shall:

- a. contain the name of the contract to bid in CAPITAL LETTERS;
- b. bear the name and address of the Bidder in CAPITAL LETTERS;
- c. be addressed to the BAC with the following details:

**BIDS AND AWARDS COMMITTEE (BAC)
PHILIPPINE COAST GUARD-HEADQUARTERS MARITIME SAFETY SERVICES
COMMAND**

- d. bear the specific identification of this bidding process; and
- e. bear warning “**DO NOT OPEN BEFORE...**” the date and time for the opening of bids.

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with **Section 8.5.2 of the IRR provided that all of the eligibility documents submitted to PhilGEPS are maintained and updated in accordance with GPPB Resolution No. 15-2021;**

Technical Documents

- ☐ (b) 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; **and**
- ☐ (c) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- ☐ (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **and**
- ☐ (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- ☐ (f) Original duly signed Omnibus Sworn Statement (OSS);
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.

Financial Documents

- ☐ (g) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);
or
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

- ☐ (h) 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.

Other documentary requirements under RA No. 9184 (as applicable)

- ☐ (i) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- ☐ (j) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

25 FINANCIAL COMPONENT ENVELOPE

- ☐ (a) Original of duly signed and accomplished Financial Bid Form; **and**
- ☐ (b) Original of duly signed and accomplished Price Schedule(s).

Contract Agreement Form for the Procurement of Goods (Revised) [Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT AGREEMENT

THIS AGREEMENT made the ____ day of _____ 20____ between [name of PROCURING ENTITY] of the Philippines (hereinafter called “the Entity”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of [contract price in words and figures in specified currency] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:

i. Philippine Bidding Documents (PBDs);

i. Schedule of Requirements;

ii. Technical Specifications;

iii. General and Special Conditions of Contract; and

iv. Supplemental or Bid Bulletins, if any

ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;

iii. Performance Security;

iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and

v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and**

Warranty Security, shall likewise form part of the Contract.

3. In consideration for the sum of [total contract price in words and figures] or such other sums as may be ascertained, [Named of the bidder] agrees to [state the object of the contract] in accordance with his/her/its Bid.
4. The [Name of the procuring entity] agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
_____) S.S.

BEFORE ME, a Notary Public for and in City of _____, Philippines, this
_____ day of _____, 20____, personally appeared:

NAME

ID ISSUED AT/ON

Known to me and known to be the same person who execute the foregoing instrument consisting of _____ (____) pages, including the page whereon the acknowledgments is written and acknowledged before me that the same is his/her free and voluntary act and deed and that of the Corporation/Sole Proprietorship he/she represents.

WITNESS MY HAND AND NOTARIAL SEAL, at the place and on the date first above written.

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

OMNIBUS SWORN STATEMENT

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

AFFIDAVIT

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:

1. Select one, delete the other:

If a sole proprietorship: I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

If a partnership, corporation, cooperative, or joint venture: I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. Select one, delete the other:

If a sole proprietorship: As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

If a partnership, corporation, cooperative, or joint venture: I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable);

3. [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;

4. 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;

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

6. Select one, delete the rest:

If a sole proprietorship: The owner or 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, 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;

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;

If a corporation or 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;

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

8. [Name of Bidder] is aware of and has undertaken the following responsibilities as a Bidder:

a) Carefully examining all of the Bidding Documents;

b) Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;

c) Making 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 [Name of the Project].

9. [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.

10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings 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. 3815 s. 1930, as amended, or the Revised Penal Code.

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

Bidder's Representative/Authorized Signatory

SUBSCRIBED AND SWORN to before me this ____ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon with no. _____ issued on ____ at _____.

Witness my hand and seal this ____ day of [month] [year].

NAME OF NOTARY PUBLIC

Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. _____ [date issued], [place issued]
IBP No. _____ [date issued], [place issued]

Doc. No. _____
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Series of _____

BID SECURING DECLARATION FORM

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

BID SECURING DECLARATION
Project Identification No.: [Insert number]

To: [Insert name and address of the Procuring Entity]

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 procurement 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 No. 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; and
 - c. I am/we are declared the bidder with the Lowest Calculated 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 [month] [Year] at [place of execution].

[Insert NAME OF BIDDER OR ITS AUTHORIZED
REPRESENTATIVE]

[Insert signatory's legal capacity] Affiant

SUBSCRIBED AND SWORN to before me this ____ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government

identification card used], with his/her photograph and signature appearing thereon, with no. _____ issued on ____ at _____.

Witness my hand and seal this ____ day of [month] [year].

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ [date issued], [place issued]

IBP No. _____ [date issued], [place issued]

Doc. No. _____

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

X-----X

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/ contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year if in case it is my first offense, or two (2) years if I have a prior similar offense upon receipt of your Blacklisting Order if I/we have violated my/our obligations under the Contract.
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 IRR of RA No. 9184 as required by the end-user.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of [month] [year] at [place of execution].

[Insert NAME OF BIDDER'S AUTHORIZED
REPRESENTATIVE]
[Insert Signatory's Legal Capacity]

Affiant

SUBSCRIBED AND SWORN to before me this ____ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified

by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____ issued on ____ at _____.

Witness my hand and seal this ____ day of [month] [year].

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ [date issued], [place issued]

IBP No. _____ [date issued], [place issued]

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