

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

SUPPLY AND DELIVERY OF CATERING SERVICES AND PACKED MEALS FOR NHQ-HSSG VARIOUS ACTIVITIES FOR FY 2024

Government of the Republic of the Philippines

**Sixth Edition
26 February 2024**

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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 0to 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.



REPUBLIC OF THE PHILIPPINES

PHILIPPINE COAST GUARD

139 25th Street, South Harbor, Port Area, 1018 Manila

Section I. Invitation to Bid



REPUBLIC OF THE PHILIPPINES

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SUPPLY AND DELIVERY OF CATERING SERVICES AND PACKED MEALS FOR NHQ-HSSG VARIOUS ACTIVITIES FOR FY 2024

1. The **Philippine Coast Guard** through the **General Appropriations Act for CY2024** intends to apply the sum of **Seven Hundred Fifty-Thousand Pesos Only (Php 750,000.00)** being the Approved Budget Ceiling (ABC) to payments under the contract for the. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **Philippine Coast Guard** now invites bids for the above Procurement Project. Delivery of the Goods is required **within Three Hundred Sixty-five (365) calendar days upon receipt by the winning supplier of the Notice to Proceed (NTP)**. 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.

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 Headquarters Support Group – Bids and Awards Committee Secretariat and inspect the Bidding Documents at the address given below from Mondays to Fridays, during office hours, 8:00 AM – 5:00 PM, except non-working days (i.e., Saturday and Sunday), legal holiday, or special non-working holiday, or other nonworking days duly declared by the President, Governor, Mayor or other Government Official authorized to make such declaration.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **26 February 2024 to 18 March 2024** from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **One Thousand Pesos Only (Php 1,000.00)**.

The Procuring Entity shall allow the bidder to present its proof of payment for the fees which shall be presented in person, by facsimile, or through electronic means.

6. The Philippine Coast Guard will hold a Pre-Bid Conference on **06 March 2024, 10:00 AM** at the Philippine Coast Guard, NHQHSSG Conference Room 2nd Floor, Myer's Building, Roberto Oca St., Port Area, 1018 Manila, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before **18 March 2024, 09:00 a.m.** Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **18 March 2024, 10:00 AM onwards** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. Bidders shall bear all costs associated with the preparation and submission of their bids, and the Philippine Coast Guard 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 Philippine Coast Guard will accept bids only from those that have paid the applicable fee for the Bidding Documents.

The Philippine Coast Guard assumes no responsibility whatsoever to compensate or indemnify bidders for any expenses incurred in the preparation of their bids.

In accordance with 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 two (2) or more bidders have been post-qualified and determined as the bidder having the Lowest Calculated Responsive Bid (LCRB) to determine the final bidder having the LCRB, based on the following procedures:

- a) In alphabetical order, the bidders shall pick one rolled paper.
 - b) The lucky bidder who would pick the paper with a "CONGRATULATIONS" remark shall be declared as the final bidder having the LCRB and recommended for award of the contract.
11. The Philippine Coast Guard 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.

12. For further information, please refer to:

CG ENS ISAIAH ARVIN DEXTER T PASCO

Head, BAC Secretariat

Headquarters Service Support Group

National Headquarters Philippine Coast Guard

139 25th Street, Port Area, South Harbor, 1018 Manila

Viber Number: 09692417853

Email Address: hsgbac@gmail.com

13. You may visit the following websites:

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

26 February 2024



CG LTJG ZAIRA MARGARETE R DE CHAVEZ
BAC Chairman

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **Philippine Coast Guard**, wishes to receive Bids for the with identification number **ITB 004-2024**.

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below for CY **2024** in the amount of **Seven Hundred Fifty Thousand Pesos Only (Php 750,000.00)**

2.2. The source of funding is the General Appropriations Act for CY 2024

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 at least twenty-five percent (25%) of the ABC amounting to not less than **One Hundred Eighty-seven Thousand and Five Hundred Pesos (Php 187,500.00)**.

- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that Subcontracting is not allowed:

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time at its physical address at the NHQ and HSSG Conference Room, 2nd Floor, Myer's Building, Roberto Oca St., Port Area, 1018 Manila as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **five (5) years** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the

appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable.
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.
 - b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

- ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

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

13.2. Payment of the contract price shall be made in Philippine Pesos.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid until **16 July 2024** or one hundred twenty (120) days from the deadline for the Submission and Receipt of Bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing,

webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows 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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Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p>a. Any contract involving Supply and Delivery of Meals shall be completed within Three (3) years prior to the deadline for the submission and receipt of bids.</p>
7.1	No portion of the contract shall be subcontracted
12	<ul style="list-style-type: none"> The price of the Goods shall be quoted DDP at the Office of NHQHSSG 139 , 25th St., Port Area, Manila.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p>a. The amount of not less than Fifteen Thousand Pesos (Php15,000.00) or at least two percent (2%) of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>b. The amount of not less than Thirty-Seven Thousand and Five Hundred Pesos (Php 37,500.00) or at least five percent (5%) of ABC if bid security is in Surety Bond.</p>
19.3	<p>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.</p> <p>The Project shall be awarded as One Project having several items that shall be awarded as one contract.</p>
20.2	<p>The bidder 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 latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS);</p> <p>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:</p> <ol style="list-style-type: none"> Latest Income Tax Return (ITR) shall be the ITR for the preceding year, whether calendar or fiscal, and 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 & Preliminary Examination of Bids.
21.2	In addition to the allowable forms of Performance Security provided under Section 39.2 of the 2016 Revised Implementing Rules and Regulations (IRR) of 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 Award (NOA).



Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

Within **ten (10) calendar days** from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case 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 *{[Include if Framework Agreement will be used:]* or Framework Agreement} specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

- 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.



Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>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:</p> <p><i>For Goods supplied from abroad:</i> The delivery terms applicable to the Contract are DDP delivered at Office of NHQHSSG 139 , 25th St., Port Area, Manila.</p> <p><i>For Goods supplied from within the Philippines:</i> The delivery terms applicable to this Contract are delivered at the Office of NHQHSSG 139 , 25th St., Port Area, Manila. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>Transportation –</p> <p>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.</p> <p>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.</p> <p>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.</p>

	<p>Intellectual Property Rights –</p> <p>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.</p>			
2.2	<p>The terms of payment shall be as follows:</p> <ul style="list-style-type: none">➤ Partial payment is allowed.➤ Provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with the prevailing accounting and auditing rules and regulations.➤ Partial payment shall be provided based on the following schedule: <table><tr><td><p>The winning supplier shall submit its billing statement to the end user unit on a monthly basis for the whole month activities for processing of payment subject to the partial or full acceptance in writing by the end user and TIAC.</p></td></tr><tr><td><p>99% of the costs of the items delivered subject to the Philippine Coast Guard’s acceptance [Issuance of the Inspection and Acceptance Report (IAR)] in writing.</p></td></tr><tr><td><p>1% Retention of the items delivered to be paid after three (3) months from the formal acceptance (issuance of the IAR), if and when no patent and latent defects are noted (issuance of a Certificate of No Patent and Latent Defects).</p><p style="text-align: center;">OR</p><div><p>100% of the costs of the items delivered provided that the goods supplied are free from patent and latent defects and all conditions imposed under the contract have been fully met; subject to the Philippine Coast Guard’s acceptance (issuance of the IAR) in writing of the items described in this Contract and upon submission of a Special Bank Guarantee equivalent to at least one percent (1%) of the total contract price valid for three (3) months from issuance of the IAR.</p></div></td></tr></table>	<p>The winning supplier shall submit its billing statement to the end user unit on a monthly basis for the whole month activities for processing of payment subject to the partial or full acceptance in writing by the end user and TIAC.</p>	<p>99% of the costs of the items delivered subject to the Philippine Coast Guard’s acceptance [Issuance of the Inspection and Acceptance Report (IAR)] in writing.</p>	<p>1% Retention of the items delivered to be paid after three (3) months from the formal acceptance (issuance of the IAR), if and when no patent and latent defects are noted (issuance of a Certificate of No Patent and Latent Defects).</p> <p style="text-align: center;">OR</p> <div><p>100% of the costs of the items delivered provided that the goods supplied are free from patent and latent defects and all conditions imposed under the contract have been fully met; subject to the Philippine Coast Guard’s acceptance (issuance of the IAR) in writing of the items described in this Contract and upon submission of a Special Bank Guarantee equivalent to at least one percent (1%) of the total contract price valid for three (3) months from issuance of the IAR.</p></div>
<p>The winning supplier shall submit its billing statement to the end user unit on a monthly basis for the whole month activities for processing of payment subject to the partial or full acceptance in writing by the end user and TIAC.</p>				
<p>99% of the costs of the items delivered subject to the Philippine Coast Guard’s acceptance [Issuance of the Inspection and Acceptance Report (IAR)] in writing.</p>				
<p>1% Retention of the items delivered to be paid after three (3) months from the formal acceptance (issuance of the IAR), if and when no patent and latent defects are noted (issuance of a Certificate of No Patent and Latent Defects).</p> <p style="text-align: center;">OR</p> <div><p>100% of the costs of the items delivered provided that the goods supplied are free from patent and latent defects and all conditions imposed under the contract have been fully met; subject to the Philippine Coast Guard’s acceptance (issuance of the IAR) in writing of the items described in this Contract and upon submission of a Special Bank Guarantee equivalent to at least one percent (1%) of the total contract price valid for three (3) months from issuance of the IAR.</p></div>				
4	<p>The inspections and tests that will be conducted are:</p> <ul style="list-style-type: none">• The inspection and test shall be undertaken at Office of NHQHSSG 139 , 25th St., Port Area, Manila. <p>Acceptance Parameters: Only items that conform with the technical specifications shall be accepted.</p>			



Section VI. Schedule of Requirement

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

<i>Item / Service Type and nature of each item/service</i>		<i>Cost per item or service</i>	<i>Maximum Quantity</i>	Delivered, Weeks/Months
1	AM Snacks	100.00	2,355 pax	Within the day of the actual activity
2	PM Snacks	100.00	1,980 pax	
3	Lunch	300.00	555 pax	
4	Dinner	500.00	300 pax	



Section VII. Technical Specifications

Technical Specifications

NOTE: [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.]

ITEM DESCRIPTION	UNIT	Maximum Quantity	STATEMENT OF COMPLIANCE – COMPLY OR DID NOT COMPLY -
AM Snacks Choice of: • Pasta with Bread • Burger with Chips • Juice/Water	pax	2,355	Statement of Compliance: <hr/>
Lunch • Rice • One (1) vegetable • Two (2) meat or One (1) meat and One (1) Fish • Dessert • Juice/Water	Pax	555	Statement of Compliance: <hr/>
PM Snacks Choice of: • Pansit with Kakanin • Pastries • Juice/Water	pax	1,980	Statement of Compliance: <hr/>
Dinner with Venue styling • Rice • One (1) vegetable • Two (2) meat or One (1) meat and One (1) Fish • Dessert • Juice/Water	Pax	300	Statement of Compliance: <hr/>
a. The budget for the packed meals and/or catering services shall not exceed the following amounts: 1. AM Snacks: One Hundred Pesos Only (PhP100.00)			Statement of Compliance:

2. PM Snacks: One Hundred Pesos Only (PhP100.00) 3. Lunch: Three Hundred Pesos Only (PhP300.00) 4. Dinner with Venue styling: Five Hundred Pesos Only (PhP500.00)	<hr/>
AM and PM Snacks should NOT be the same	Statement of Compliance: <hr/>
b. The End-User will notify the winning supplier at least three (3) calendar days prior to the scheduled activity.	Statement of Compliance: <hr/>
c. Has a track record of at least three (3) year experience in catering services;	Statement of Compliance: <hr/>
d. Has adequate and appropriate equipment for the different types of occasions such as tables and chairs, table cloths, table napkins, food warmers, water dispensers, plates, cups and saucers, spoons and forks, table knives, etc. of which these shall be green/environment friendly;	Statement of Compliance: <hr/>
e. Has the capacity to cater from a minimum of 20 to a maximum 1200 participants at a time;	Statement of Compliance: <hr/>
f. Able to serve after a one-day notice at the least for small bulk orders (maximum of 400 pax);	Statement of Compliance: <hr/>
g. Should comply with the sanitation requirements such as: - <ul style="list-style-type: none"> ▪ Sanitary Permits and Licenses ▪ Health Certificates of Food Handlers who practice proper handwashing, wearing of gloves, masks and hairnets ▪ Proper handling/transport of foods – readily available transport vehicles 	Statement of Compliance: <hr/>
h. Implement proper sanitation and cleanliness including disposal of waste (leftovers and used utensils);	Statement of Compliance: <hr/>
i. Capable of decorating function hall, complete table set-up and implement proper table skirting;	Statement of Compliance: <hr/>
j. All personnel are trained in food preparation, hall arrangement, table setting and serving;	Statement of Compliance: <hr/>
k. All serving staff are in appropriate/standard attires;	Statement of Compliance: <hr/>

l. Open for new suggestions to improve delivery of services.	Statement of Compliance: _____
m. Prospective bidders must have the required standard catering equipment to maintain the freshness and good quality of the food to be served.	Statement of Compliance: _____
n. Participation on food tasting during the pre-bid session is required. This will aid TWG's final decision in choosing the caterer.	Statement of Compliance: _____
Other terms and conditions:	
a. For Catering Services; Provision of free overflowing brewed coffee/tea/choco/lemon grass tea and unlimited distilled/mineral water;	Statement of Compliance: _____
b. Catering may either in the form of buffet or set/packed meals	Statement of Compliance: _____
c. Provision of re-usable containers (microwavable) for packed meals, no use of styrofoam and single use plastic containers.	Statement of Compliance: _____
d. Provision of adequate staff to distribute/serve the food	Statement of Compliance: _____
e. Provision of buffer equivalent to at least 10% of the total quantity per order.	Statement of Compliance: _____
f. Provision of customer survey forms for the improvement of delivery of service and shall be submitted by the department/unit/committee prior to the event that utilized the catering service. Likewise, the department/unit/committee shall submit the survey forms to the Procurement Management Office (PMO) for their review and evaluation.	Statement of Compliance: _____
g. Present or submit menu options at least 3 CD upon receipt notice of delivery	Statement of Compliance: _____
h. Upon delivery of meals and prior to distribution of the same, the at least two (2) Technical Inspection and Acceptance Committee (TIAC), will inspect the meals as to the quantity and in accordance with the specification of menu and number of participants	Statement of Compliance: _____

Observe punctuality in food delivery. The following schedule should be: AM snacks - 09:30 AM - 10:00 AM Lunch - 11:30 AM - 12:00 PM PM Snacks - 02:30 PM - 03:00 PM	Statement of Compliance: _____
j) Dispose waste properly by providing garbage bags every delivery;	Statement of Compliance: _____
l) Prepare monthly bills and document attachments for catering claims;	Statement of Compliance: _____
i. In case of spoilage, the caterer should be amenable to: 1. Replace the spoiled food immediately, or 2. The total cost of the spoiled food will be deducted from the total contract price, or 3. Outright cancellation of contract, depending on the gravity of the intervention.	Statement of Compliance: _____
j. In case of food poisoning, 1. There shall be an outright cancellation of contract. 2. The caterer shall be outright blacklisted. 3. The caterer shall shoulder the expenses in the hospitalization/medical treatment of those persons affected	Statement of Compliance: _____

No.	List of Prospective Activities	Tentative Schedule
1.	Supply and Delivery of Meals for the Conduct of RA 9184 Training for BAC, TWG and TIAC	April 2024
2.	Supply and Delivery of Meals for Paraders, PCG Personnel and other Guests During Retirement Honor for MCPO Glorioso	April 2024
3.	Supply and Delivery of Meals for the Conduct of Testimonial Dinner for MCPO Glorioso	April 2024
4.	Supply and Delivery of Meals for BAC Meetings	March-December 2024
5.	Supply and Delivery of Meals for Gun Safety Seminar	April 2024
6.	Supply and Delivery of Meals for Security Seminar	May 2024
7.	Supply and Delivery of Meals for Conduct of WASAR	May 2024
8.	Supply and Delivery of Meals for Conduct of BLS	May 2024
9.	Supply and Delivery of Meals for Conduct of Firing Familiarization	June 2024
10.	Supply and Delivery of Meals for the Conduct of EORA	June 2024
11.	Supply and Delivery of Meals for the Conduct of Firefighting Training	June 2024
12.	Supply and Delivery of Meals for the Conduct of Basic Life Support Orientation for PWD PCG Dependents	July 2024
13.	Supply and Delivery of Meals for the Conduct of End-VAW Campaign Seminar	November 2024
14.	Supply and Delivery of Meals for GAD Related Activities	November 2024
15.	Supply and Delivery of Meals for the Pallbearers, Firers and Vigil Watchers	As need arises

[Signature of the Authorized Rep.]

*[in the capacity of] (Please indicate position
of Authorized Rep.)]*

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



Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

Bidders shall submit their bids through their duly authorized representative using the forms specified in the Bidding Documents in **two (2) separate sealed bid envelopes (first envelope is for technical component; second envelope is for financial component)**. Both envelopes shall be packaged and contained in one sealed main envelope.

Bidders shall submit a total of four (4) main envelopes. However, failure of the Bidders to submit additional envelopes shall not be a ground for disqualification.

All envelopes shall:

- a. contain the name of the contract to be 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:

HEADQUARTERS SERVICE SUPPORT GROUP - BIDS AND AWARDS COMMITTEE (BAC)

- d. bear the specific identification of this bidding process; and
- e. bear a 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 and updated Philippine Government Electronic Procurement System (PhilGEPS) Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the 2016 Revised IRR of RA 9184, *provided* that all of the eligibility documents submitted to PhilGEPS are maintained and updated in accordance with GPPB Resolution No. 15-2021

The Certificate of Registration and Membership in accordance with Section 8.5.2 of the 2016 revised IRR of RA 9184 and GPPB Resolution No. 15-2021 shall contain the following caveat to reflect that through the submission of said Certificate, the Bidder certifies:

- a) the authenticity, genuineness, validity, and completeness of the copy of the original eligibility documents submitted;
- b) the veracity of the statements and information contained therein;
- c) that the Certificate is not a guaranty that the named registrant will be declared eligible without first being determined to be such for that particular bidding nor is it evidence that the same has passed the post-qualification stage; and
- d) that any finding of concealment, falsification, or misrepresentation of any of the eligibility documents submitted, or the contents thereof shall be a ground for disqualification of the Bidder from further participation in the bidding process, without prejudice to the imposition of appropriate administrative, civil and criminal penalty in accordance with the laws.

It shall likewise state that for the purpose of updating the said Certificate, all Class “A” Eligibility Documents covered by Section 8.5.2 of the 2016 revised IRR of RA 9184 supporting the veracity, authenticity and validity of the Certificate shall remain current and updated, and that failure by the prospective bidder to update its Certificate with the current and updated Class “A” Eligibility Documents covered by the afore-cited Section of the same IRR shall result in the automatic suspension of the validity of its Certificate until such time that all of the expired Class “A” Eligibility Documents has been updated.

During the conduct of Post-Qualification, the Lowest Calculated Bidder/s shall likewise be requested to submit copies of the following for verification:

1. Securities and Exchange Commission (SEC) Registration Certificate for corporations, partnerships and/or joint ventures, Department of Trade and Industry (DTI) Registration Certificate for sole proprietorship, or Cooperative Development Authority (CDA) Registration Certificate for cooperatives;
2. Valid Mayor’s or Business Permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas.
3. Valid Tax Clearance Certificate per Executive Order (E.O.) No. 398, series of 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR); **AND**
4. Latest AFS stamped “received” by the BIR or its duly accredited and authorized institutions, for the preceding calendar year. In case the AFS for the preceding calendar year is not yet available, said AFS should not be earlier than two (2) years from the deadline for the Submission and Receipt of Bids.

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.

The Statement of all On-going Government and Private Contracts shall indicate for each contract, the following:

- name of the contract;
- date of the contract;
- contract period;
- owner’s name and address;
- kinds of goods;
- amount of contract and value of outstanding contracts;
- date of delivery (please state estimated date of delivery)

For purposes of post-qualification, the bidders are required to submit copies of the Notices of Award (NOA), Contract/Purchase Order and Notice to Proceed (NTP) for all on-going government contracts. On the other hand, for on-going private contracts, bidders shall submit a copy of its contract and/or other equivalent documents of the NOA and NTP, if any.

Non-submission of copies of the NOA, Contract/Purchase Order and NTP on the deadline for the Submission and Receipt of Bids shall not be a ground for the bidder's disqualification. However, the bidder having the Lowest/Single Calculated Bid shall be requested by the Technical Working Group (TWG) to provide copies of the aforesaid documents as part of the verification and validation process during post-qualification.

- ☐ (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, adjusted to current prices using the Philippine Statistics Authority (PSA) consumer price indices, if necessary.

The statement identifying the Single Largest Completed Contract (SLCC) shall indicate the following:

- (a) name of the contract;
- (b) date of the contract;
- (c) contract period;
- (d) owner's name and address;
- (e) kinds of goods;
- (f) amount of completed contracts, adjusted by the bidder to current prices using PSA's consumer price index, if necessary for purposes of meeting the SLCC requirement;
- (h) date of delivery (actual date of delivery for the single largest completed contract); and
- (i) end user's acceptance or official receipt(s) or sales invoice issued for the contract, which shall be attached to the statement of SLCC.

The bidder's identified SLCC shall be similar to the contract to be bid and should have been completed within **Five (5) years** prior to the deadline for the submission and receipt of bids and equivalent to **at least twenty-five percent (25%) of the ABC** or amounting to at least **One Hundred Eighty-seven Thousand and Five Hundred Pesos (Php 187,500.00)**

SLCC AMOUNT	CATEGORY
EXPENDABLE	25%
NON- EXPENDABLE	50%
SERVICES	50%

For purposes of post-qualification, bidders are required to attach the entire set of the Contract, Purchase Order or Memorandum of Agreement to the Statement Identifying the SLCC.

Bidders are also required to Include in the aforesaid Statement of All On-going Government and Private Contracts and Statement Identifying the SLCC the following information:

- a) Contact Person; and
 - b) Contact Details (telephone/fax/cellphone number and/or email address)
- ☐ (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission, based on the following schedule:

a) Cash, cashier's/ manager's check issued by a Universal or Commercial Bank; b) Bank draft/ guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank; Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank [at least Two Percent (2%) of the ABC]	c) Surety Bond, callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission authorized to issue said security specific for the project [at least Five Percent (5%) of the ABC]
Php 15,000.00	Php 37,500.00

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 Special Power of Attorney for sole proprietorships, Notarized Secretary's Certificate/Board Partnership Resolution 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.

Reminder: If the prospective bidder's representative who will attend the Submission, Receipt, Opening and Preliminary Examination of Bids is different from the authorized representative to do, execute and perform any and all acts necessary and/or to represent the prospective bidder in the bidding, then the prospective bidder can include the name/s of said representative in the above-mentioned proofs of authorization (*e.g., original copy of the duly notarized Secretary's Certificate for corporations, Board/Partnership Resolution for partnerships, corporations, and/or joint ventures or an original copy of the Special Power of Attorney for sole proprietorships, whichever is applicable*)

Financial Documents

- ☐ The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) must be at least to the ABC amounting to **Seven Hundred Fifty Thousand pesos only (Php 750,000.00)**

Bidders must submit a computation of their NFCC, which must be at least equal to the ABC, calculated as follows:

NFCC = [(Current assets minus current liabilities) **(15)**] minus the value of all

outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.

The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.

For purposes of computing the foreign bidders' NFCC, the value of the current assets and current liabilities shall be based on their audited financial statements prepared in accordance with international financial reporting standards.

OR;

A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

If the prospective bidder opts to submit a committed Line of Credit, it must be at least equal to ten percent (10%) of the ABC to be bid or in the amount of **Seventy-Five Thousand Pesos Only (Php 75,000.00)** if issued by a foreign universal or commercial bank, it shall be confirmed or authenticated by a local universal or commercial bank.

Class "B" Documents

- (g) If applicable, a duly signed joint venture agreement (JVA) in accordance with RA No. 4566 in case the joint venture is already in existence;

Each partner of the joint venture shall submit their respective valid and updated PhilGEPS Certificates of Registration (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (R.A.) No. 9184.

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.

Failure to enter into a joint venture in the event of a contract award shall be ground for the forfeiture of the bid security.

For purposes of post-qualification, all partners of the joint venture shall be requested to submit all of the following valid/updated Class "A" Eligibility Documents:

1. SEC Registration Certificate for corporations, partnerships and/or joint ventures; DTI Registration Certificate for sole proprietorship; or CDA Registration Certificate for cooperatives;
2. Valid Mayor's Permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
3. Valid Tax Clearance Certificate; and
4. Latest AFS, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year.

The submission of technical and financial eligibility documents by any of the joint venture partners constitutes compliance: *Provided*, That the partner responsible to submit the NFCC shall likewise submit the Statement of all of its ongoing contracts and Audited Financial Statements.

FINANCIAL COMPONENT ENVELOPE

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

All financial bids shall be rounded up to two (2) decimal places.

ADDITIONAL REQUIREMENTS TO BE COMPLIED BY THE WINNING SUPPLIER:

Within ten (10) calendar days from receipt of the Notice of Award (NOA), the winning supplier shall submit a Performance Security using any form in accordance with the following schedule pursuant to Section 39 of the 2016 Revised IRR of R.A. 9184 **which shall be denominated in Philippine Pesos, posted in favor of the Philippine Coast Guard and shall remain valid until issuance by the Philippine Coast Guard of the Certificate of Final Acceptance**, to wit:

<p>a) Cash, cashier's/ manager's check issued by a Universal or Commercial Bank;</p> <p>b) Bank draft/ guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank; Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank</p> <p>[at least Two Percent (5%) of the Contract Price]</p>	<p>c) Surety Bond, callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission authorized to issue said security specific for the project</p> <p>[at least Thirty Percent (30%) of the Contract Price]</p>
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The end-user or implementing units shall be responsible in monitoring the validity of the performance security.



REPUBLIC OF THE PHILIPPINES

PHILIPPINE COAST GUARD

139 25th Street, South Harbor, Port Area, 1018 Manila

Section IX. Bidding Forms

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BID FORM

Date : _____

Project Identification No. _____

To: [name and address of Procuring Entity]

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

If our Bid is accepted, we undertake:

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

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address Amount and Purpose of agent Currency, Commission or gratuity

(if none, state "None") /

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

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

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

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

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

Name: _____

Legal capacity:

Signature: _____

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

Date: _____

For Goods Offered from Abroad
[shall be submitted with the Bid if bidder is offering goods from Abroad]

Kindly supply the required information in the spaces provided. Do not forget to indicate the “Country of Origin” of the goods offered. Any alteration to any of the terms and conditions contained in the document may cause your disqualification except if said alteration or revision is a result of a Supplemental/Bid Bulletin.

Name of Bidder_____. Invitation to Bid Number __. Page of_____.

Item No.	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)
1	AM Snacks		2,355					
2	PM Snacks		1,980					
3	Lunch		555					
4	Dinner		300					

[Signature of the Authorized Rep.]

[in the capacity of] (Please indicate position of Authorized Rep.)]

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

***BIDDERS SHALL NOT ALTER THIS FORM**

For Goods Offered from Within the Philippines
[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

Kindly supply the required information in the spaces provided. Do not forget to indicate the “Country of Origin” of the goods offered. Prospective bidders have the option to indicate the appropriate amount, “0” or “Not Applicable (N/A)” for columns 6 and 8. Any alteration to any of the terms and conditions contained in the document may cause your disqualification except if said alteration or revision is a result of a Supplemental/Bid Bulletin.

Name of Bidder_____. Invitation to Bid Number_____. Page__of_____.

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and Insurance and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)
1	AM Snacks		2,355						
2	PM Snacks		1,980						
3	Lunch		555						
4	Dinner		300						

[Signature of the Authorized Rep.]

[in the capacity of] (Please indicate position of Authorized Rep.)]

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

***BIDDERS SHALL NOT ALTER THIS FORM**

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.

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Procuring Entity]

[Insert Name of Supplier]

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.

A F F I D A V I T

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

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 examine all of the Bidding Documents;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquire or secure 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.
Page No.
Book No.
Series of _____

Bank Guarantee Form for Advance Payment

To: *[name and address of PROCURING ENTITY]*
[name of Contract]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the General and Special Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called the "Supplier") shall deposit with the PROCURING ENTITY a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the PROCURING ENTITY on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the PROCURING ENTITY and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

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.
Page No.
Book No.
Series of _____

STATEMENT OF ALL ON-GOING GOVERNMENT AND PRIVATE CONTRACTS

Kindly supply the required information in the spaces provided.

Name of Bidder_____. Invitation to Bid Number __. Page of ____.

Name of the Contract	Date of the Contract	Contract Duration	Owner's Name and Address	Contact Person and Contact Details (Tel./Cell No. and/or Email Address)	Kinds of Goods	Date of Delivery (Please indicate estimated date of delivery)	Amount of Contract	Value of Outstanding Contracts
Government Contracts:								
Private Contracts:								
Total								

[Signature of the Authorized Rep.]

[in the capacity of] (Please indicate position of Authorized Rep.)]

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

NOTE:

The aforesaid statement should include those contracts awarded but not yet started.

Further, bidders should indicate "None" or "No On-going Government and/or Private Contracts" if they do not have any on-ongoing government and/or private contracts in the corresponding rows and/or column, including contracts awarded but not yet started, whether similar or not similar in nature and complexity to the contract to be bid.

STATEMENT OF THE SINGLE LARGEST COMPLETED CONTRACT

Kindly supply the required information in the spaces provided.

Name of Bidder_____. Invitation to Bid Number __. Page of ____.

Name of the Contract	Date of the Contract	Contract Duration	Owner's Name and Address	Contact Person and Contact Details (Tel./Cell No. and/or Email Address)	Kinds of Goods	Amount of Contract adjusted by the bidder to current prices using PSA's consumer price index, if necessary for purposes of meeting the SLCC requirement;	Date of Delivery (Please indicate actual date of delivery)

[Signature of the Authorized Rep.]

[in the capacity of] (Please indicate position of Authorized Rep.)

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

NOTE:

Bidders shall submit and attach a copy of the end-user's acceptance or official receipt(s) or sales invoice.

NFCC COMPUTATION

Kindly supply the required information in the spaces provided.

Name of Bidder_____. Invitation to Bid Number __. Page of ____.

ABC: Seven Hundred Fifty Thousand Pesos Only (Php 750,000.00)	
DETAILS	AMOUNT
Current Assets	
Minus	
Current Liabilities	
Difference of Current Assets and Current Liabilities	
Multiplied by	
K	15
Total (Product)	
Minus	
Total value of all outstanding contracts, including those awarded but not yet started	
Total NFCC Computation	

[Signature of the Authorized Rep.] [in the capacity of] (Please indicate position of Authorized Rep.)]

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

**REVISED PhilGEPS CERTIFICATE OF PLATINUM REGISTRATION AND MEMBERSHIP
(First Page Only)**

Republic of the Philippines
Department of Budget and Management
PROCUREMENT SERVICE

CERTIFICATE OF PHILGEPS REGISTRATION
(Platinum Membership)

THIS IS TO CERTIFY THAT

(NAME OF BIDDER)
Address

is registered in the Philippine Government Electronic Procurement System (PhilGEPS) on (date of registration) pursuant to Section 8.5.2 of the Revised Implementing Rules and Regulations of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act.

This further certifies that (name of the prospective bidder) has submitted the required eligibility documents in the PhilGEPS Supplier Registry as listed in Annex A which document is attached hereto and made an integral part hereof.

For the purpose of updating this Certificate, all Class "A" eligibility documents covered by Section 8.5.2 of the Revised Implementing Rules and Regulations of Republic Act No. 9184 supporting the veracity, authenticity and validity of this Certificate shall remain current and updated. The failure by the prospective bidder to update this Certificate with the current and updated Class "A" eligibility documents shall result in the automatic suspension of its validity until such time that all of the expired Class "A" eligibility documents has been updated.

By submitting this Certificate, the Bidder certifies:

- 1. the authenticity, genuineness, validity, and completeness of the copy of the original eligibility documents submitted;**
- 2. the veracity of the statements and information contained therein;**
- 3. that the Certificate is not a guaranty that the named registrant will be declared eligible without first being determined to be such for that particular bidding, nor is it evidence that the Bidder has passed the post qualification stage; and**
- 4. that any finding of concealment, falsification, or misrepresentation of any of the eligibility documents submitted, or the contents thereof shall be a ground for disqualification from further participation in the bidding process, without prejudice to the imposition of appropriate administrative, civil and criminal penalty in accordance with the laws.**

This Certificate is valid until (date of expiration).

Issued this (date) day of (month), year.

This is a system-generated certificate. No signature is required.

Documentary Stamp Tax Paid 30.00

(QR Code)

Certificate Reference No:

Page 1 of 3

