



HEADQUARTERS
ARMED FORCES OF THE PHILIPPINES BIDS AND AWARDS COMMITTEE
OFFICE OF THE PHILIPPINE ARMY BIDS AND AWARDS COMMITTEE 1
Fort Andres Bonifacio, Metro Manila

BIDDING DOCUMENTS

for the

**Procurement of 3,255 each
PA Ballistic Helmet**

QM PABAC1 053-22

ABC: Php81,375,000.00

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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 Sentralng 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.

Section I. Invitation to Bid

Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.

HEADQUARTERS
ARMED FORCES OF THE PHILIPPINES BIDS AND AWARDS COMMITTEE
OFFICE OF THE PHILIPPINE ARMY BIDS AND AWARDS COMMITTEE 1
Fort Andres Bonifacio, Metro Manila

**INVITATION TO BID FOR THE PROCUREMENT OF 3,255 EACH
PA BALLISTIC HELMET**

1. The Philippine Army, through the **Philippine Army Appropriation CY 2022** with ASA# 2200-2022-0773 dated 09 September 2022 **valid until 31 December 2022** intends to apply the sum of **Eighty One Million Three Hundred Seventy Five Thousand Pesos (Php81,375,000.00)** being the ABC to payments under the contract for the **Procurement of 3,255each PA Ballistic Helmet under QM PABAC1 053-22**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The Philippine Army now invites bids for the above Procurement Project. Delivery of the Goods is required **within Sixty (60) calendar days from the receipt of Notice to Proceed (NTP)** by the supplier, which date shall not be later than seven (7) days from the issuance of 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 open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the 2016 revised IRR of RA No. 9184.
4. Prospective Bidders may obtain further information from the Philippine Army and inspect the Bidding Documents at the address given below office hours (8:00AM to 4:00PM) on weekdays only.
5. A complete set of Bidding Documents may be acquired by interested Bidders on _____ 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. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, by facsimile, or through electronic means.
6. The Philippine Army through PABAC1 will hold a Pre-Bid Conference on the time and date as specified below at the Office of the PABAC1, Fort Andres Bonifacio, Taguig, Metro Manila and/or through video conferencing or webcasting via Zoom, 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 the date of submission. 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 the date as specified below and at the given address below and/or through video conferencing or webcasting. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

The schedule of the bidding activities shall be as follows:

| ACTIVITIES | TIME and DATE | VENUE |
|---|--|---|
| 1. Sale and Issuance of Bidding Documents | 8:00AM to 4:00PM Mondays to Fridays only starting on _____ | Office of the PABAC1, Fort Andres Bonifacio, Taguig City, Metro Manila |
| 2. Pre-Bid Conference | | |
| 3. Submission and Opening of Bids | | |

10. The Philippine Army 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.
11. For further information, please refer to:

Office of the PA Bids and Awards Committee 1
Fort Andres Bonifacio, Metro Manila

BGEN LUIS REX D BERGANTE PA

PABAC1 Chairperson

Contact Nr. 09774880012

Telephone Nr. 845-9555 local 6891

Fax Nr. 845-9555 local 6893

Email address: pabacsec@gmail.com

12. You may visit the following websites:

For downloading of Bidding Documents:

- philgeps.gov.ph
- army.mil.ph

Date of issue: _____

BGEN LUIS REX D BERGANTE PA
PABAC1 Chairperson

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

1. Scope of Bid

The Procuring Entity, Philippine Army wishes to receive Bids for the Procurement of 3,255each PA Ballistic Helmet under QM PABAC1053-22.

The Procurement Project (referred to herein as “Project”) is composed of one lot, 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 2022 in the amount of Eighty One Million Three Hundred Seventy Five Thousand Pesos(Php81,375,000.00)

2.2. The source of funding is: NGA, General Appropriations Act (GAA)

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 exceeding those allowed under the rules may participate pursuant to:
 - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 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**: The Bidder must have completed a single contract that is similar to this Project, equivalent to **at least fifty percent (50%) of the ABC**; or
 - b. The Bidder should comply with the following requirements:
 - i. Completed **at least two (2) similar contracts**, the aggregate amount of which should be equivalent to **at least fifty percent (50%)** in the case of non-expendable supplies of the ABC for this Project; and
 - ii. **The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.**

- 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: **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 and/or through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

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

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.
 - b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered at place (DAP) 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 within one hundred twenty (120) calendar days from the date of the opening 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 may be. 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

- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

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

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

Bid Data Sheet

| ITB Clause | |
|------------|---|
| 3 | Non-compliance and/or non-conformance with the prescribed forms as provided in the Annexes of this Bidding Documents will be a ground for disqualification. |
| 5.2 | Foreign Bidders must be duly represented by an authorized local representative (any corporate body or commercial company duly organized and registered under the laws of the Philippines or a citizen of the Philippines). |
| 5.3 | For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> a. Supply and Delivery of ballistic helmets; and b. Must be completed within five (5) years prior to the deadline for the submission and receipt of bids. |
| 7.1 | Subcontracting is not allowed. |
| 10 | For foreign bidders, the equivalent document/s issued by the appropriate authority in the country of origin of the bidder concerned must be presented. If said document has no appropriate equivalent, a Certificate of Inexistence of Appropriate Foreign Equivalent may be submitted. The local representative of Foreign Bidders shall also submit PhilGEPS Certificate of Registration (Platinum Membership), or a Valid and Current Proof of Authority issued by the foreign bidder (in case the authorized local representative is an individual). In case of a Joint Venture, each JV partner shall submit the required Legal Documents. |
| 12 | For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR. |
| 12.1 | The price of the Goods shall be quoted as DAP delivered at GS Warehouse #2, 1LSG, Army Support Command, PA, Camp General Emilio Aguinaldo, Quezon City OR at GS Warehouse, Supply Battalion, 1LSG, Army Support Command, PA in the applicable International Commercial Terms (INCOTERMS) for this Project. |
| 13.1 | Bid Price shall be quoted in Philippine Pesos. |
| 14.1 | The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ul style="list-style-type: none"> a. The amount of not less than Php1,627,500.00[which is equivalent to two percent (2%) of the ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or |

| | <p>b. The amount of not less than Php4,068,750.00 [which is equivalent to five percent (5%) of the ABC], if bid security is in Surety Bond.</p> <p>Note:</p> <p>The bid security shall be payable to the Procuring Entity, however, if it is in the form of a manager’s check, it shall be payable to the Collecting Officer, Finance Center, PA.</p> | | | | | | | | | | | | | | | |
|---------------------|--|-------------|-----------|----------------------|-----|-----|---------------------|-------|------|-----------|---------------|--------------|--------------|-------------|--|----------------------|
| <p>15</p> | <p>Each Bidder shall submit one (1) original and two (2) photocopies of the first and second components of its bid with proper tabbing.</p> <p>Note:</p> <ul style="list-style-type: none"> The Bid shall be signed on every page and/or initialed by the duly authorized representative/s of the bidder to include all photocopies. Any document that was not signed and/or initialed by the authorized representative/s of the bidder shall be a ground for disqualification. | | | | | | | | | | | | | | | |
| <p>18</p> | <p>Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.</p> | | | | | | | | | | | | | | | |
| <p>19.3</p> | <p>The Project shall be awarded as one contract.</p> <table border="1" data-bbox="427 1064 1295 1240"> <thead> <tr> <th>Description</th> <th>Qty</th> <th>Unit</th> <th>U/P</th> <th>ABC</th> </tr> </thead> <tbody> <tr> <td>PA Ballistic Helmet</td> <td>3,255</td> <td>each</td> <td>25,000.00</td> <td>81,375,000.00</td> </tr> <tr> <td>TOTAL</td> <td>3,255</td> <td>each</td> <td></td> <td>81,375,000.00</td> </tr> </tbody> </table> | Description | Qty | Unit | U/P | ABC | PA Ballistic Helmet | 3,255 | each | 25,000.00 | 81,375,000.00 | TOTAL | 3,255 | each | | 81,375,000.00 |
| Description | Qty | Unit | U/P | ABC | | | | | | | | | | | | |
| PA Ballistic Helmet | 3,255 | each | 25,000.00 | 81,375,000.00 | | | | | | | | | | | | |
| TOTAL | 3,255 | each | | 81,375,000.00 | | | | | | | | | | | | |
| <p>20.2</p> | <p>In accordance with Section 34.2 the 2016 Revised IRR of RA No 9184, the Bidder shall submit the following documents within a non-extendible period of five (5) calendar days from receipt of the notice from the BAC that it is the LCB/SCB:</p> <p style="text-align: center;">POST-QUALIFICATION REQUIREMENTS</p> <p><u>Present Original Copy and submit photocopy:</u></p> <ol style="list-style-type: none"> Valid and Current PHILGEPS Certificate of Registration and Membership (Platinum Registration); Registration Certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives; Latest income and business tax returns manually filed Tax Returns or filed and paid through the BIR Electronic Filing and Payment System (eFPS). The latest income and business tax returns are those within the last six (6) months preceding the date of bid submission; Mayor’s/Business permit issued by the local government where the principal place of business of the bidder is located; | | | | | | | | | | | | | | | |

5. **Audited Financial Statements** showing, among others, the prospective bidder's total and current assets and liabilities stamped **“received”** if manually filed or **“attachment of system generated Transaction Reference Number and email to the system user”** if electronically filed issued by the Bureau of Internal Revenue or its duly accredited and authorized institutions, for the **preceding calendar year which should not be earlier than two (2) years from the date of bid submission**;
6. **Notice of Award, and/or Notice to Proceed, and/or Contract, Purchase Order or its equivalent issued by the end-user**; and for all Ongoing Contracts as listed per submitted Annex 1;
7. **Purchase Orders or Contracts** relative to Single Largest Completed Contract per submitted Annex 2;
8. **Certificate of Completion OR Technical Inspection and Acceptance Committee (TIAC) Report, OR Official Receipt (duplicate or triplicate copy), OR Sales Invoice with Collection Receipt** (duplicate or triplicate copy), AND End-User's Acceptance or its equivalent relative to the Single Largest Completed Contract per submitted Annex 2;
9. **Certificate of Notarial Commission or Appointment** of the Lawyer who notarized the submitted documents;
10. **Company Profile** (Organization, Affiliated Companies, Production Capability);
11. **Vicinity map/location** of the business;
12. **Certificate that the Bidder is not Blacklisted, issued by HAFPPS**;
13. **Product Data Sheet** for All Major Ballistic Materials Used in the Manufacture of the Ballistic Helmet being Offered;
14. **Detailed Technical Drawings** of all components of the ballistic helmet being offered;
15. Supporting documents to the Certification that the manufacturer had supplied ballistic helmet to at least two (2) armed forces/security forces of any countries except the country of origin and the country of the Procuring Entity;
16. Submission of four (4) complete sets (S, M, L, XL) of the ballistic helmet and its accessories for physical and visual inspection; and submission of at least two meter (2m) swatch sample of the basic material of the fabric used for the helmet cover and bag as stipulated in Table 2A- Allocation of Samples and Table 3-A Classification of Visual and Physical Inspection Defects, respectively, in the Test and Evaluation Procedure; **OR PQ Evaluation Report/Notice of Post Qualification issued by PA/PITC BAC as "Post Qualified" or LCRB/SCRB on the item being bid for OR Complete PRE-TEST on the item being bid for; all in the last 3 years reckoned from the date of submission and opening of bid envelopes.**

FOR FOREIGN MANUFACTURER/BIDDER:

- **Equivalent to the above-enumerated documents issued by country or place of business in English.** If not in 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; AND

Note: *The local representative of the foreign bidder must likewise submit and present **Registration Certificate** from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives; and, its Valid and current **Mayor's/Business permit** issued by the local government where the principal place of business of the bidder is located.*

In case of Joint Venture (both local and foreign manufacturers), both partners must present/submit the above documents.

Failure to submit the following requirements on time or a finding against the veracity of such shall be ground for the forfeiture of the bid security and disqualify the bidder for award.

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

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 specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

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 is DAP at GS Warehouse #2, 1LSG, Army Support Command, PA, Camp General Emilio Aguinaldo, Quezon City OR at GS Warehouse, Supply Battalion, 1LSG, Army Support Command, PA in accordance with INCOTERMS.”</p> <p><i>For Goods supplied from within the Philippines:</i> “The delivery terms applicable to this Contract is DAP at GS Warehouse #2, 1LSG, Army Support Command, PA, Camp General Emilio Aguinaldo, Quezon City OR at GS Warehouse Supply Battalion, 1LSG, Army Support Command, PA. 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>Deliveries for “safekeeping” is not allowed.</p> <p>The details of shipping and/or other documents to be furnished by the Supplier are as follows:</p> <p><i>For Goods supplied from within the Philippines:</i></p> <p>Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents to the Procuring Entity:</p> <ol style="list-style-type: none"> (i) Original and four copies delivery receipt/note, railway receipt, or truck receipt; (ii) Original Supplier’s factory inspection report; (iii) Original and four copies of the Manufacturer’s and/or Supplier’s warranty certificate; (iv) Original and four copies of the certificate of origin (for imported Goods); (v) Delivery receipt detailing number and description of items received signed by the authorized receiving personnel; and (vi) Certificate of Acceptance/Inspection Report signed by the Procuring Entity’s representative at the Project Site. |

For Goods supplied from abroad:

Upon shipment, the Supplier shall notify the Procuring Entity and the insurance company by cable the full details of the shipment, including Contract Number, description of the Goods, quantity, vessel, bill of lading number and date, port of loading, date of shipment, port of discharge etc. Upon delivery to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents as applicable with the documentary requirements of any letter of credit issued taking precedence:

- (i) Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) Original and four copies of the negotiable, clean shipped on-board bill of lading marked "freight pre-paid" and five copies of the non-negotiable bill of lading;
- (iii) Original Supplier's factory inspection report;
- (iv) Original and four copies of the Manufacturer's and/or Supplier's warranty certificate;
- (v) Original and four copies of the certificate of origin (for imported Goods);
- (vi) Delivery receipt detailing number and description of items received signed by the Procuring Entity's representative at the Project Site; and
- (vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site.

For purposes of this Clause the Procuring Entity's Representative at the Project Site is: **PA TIAC, APAO, OG10.**

Incidental Services –(if applicable)

The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:

- a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or

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| | <p>repair of the supplied Goods.</p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Packaging –(if applicable)</p> <p>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.</p> <p>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.</p> <p>The outer packaging must be clearly marked as specified in Packaging and Packing of the Technical Specification for this Project.</p> <p>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.</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 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.</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</p> |

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.

Additional Requirements to be provided by the Bidder, If Awarded the Contract

1. Issuance of End-User Certificate:

Pursuant to D4 CMILD-001-2017 dated Jan-26-2017 issued by the Office of the Deputy Chief of Staff for Logistics, J4, the deadline for submission of End User Certificate (EUC) requirements shall be within seven (7) calendar days upon receipt of Contract/Notice to Proceed (NTP). The letter request shall include as an attachment important documents necessary for the issuance thereof, such as specific template/format required by the foreign government and not by the foreign supplier. Failure on the part of the supplier to submit said requirement/s within the specified period shall not be used and acknowledged as a valid excuse or justification to warrant the extension of the contract.

2. Warranty Period:

One (1) year against manufacturer's poor workmanship/factory defects from the date of final acceptance which includes full replacement of defective items free of charge.

3. Annual Product Liability Insurance:

Five (5) years for the ballistic performance from the date of final acceptance covered by an Annual Product Liability Insurance.

Insurance Coverage:

- Death = PhP1,000,000.00

- Injury = PhP500,000.00

This indemnity will be provided for death or bodily injury caused by complete penetration of the ammunition on the product and/or trauma due to excessive back face signature per NIJ STD 0106.01, happening while the product is being used/worn at any time within the period of five (5) years from the date of acceptance of the product by the Procuring Entity

In addition, all costs and expenses in defending any legal proceedings for enforcing any claim for compensation, will be payable by the supplier.

In case of Death or Bodily Injury of the personnel due to the above causes, the Supplier shall recall and replace the entire lot from which such equipment was obtained, subject to test and acceptance procedure. All costs involved in the recall, replacement and tests shall be borne by the supplier.

The insurance coverage should be obtained from a reputable insurance company duly accredited/registered with the Insurance Commission and covered by an appropriate foreign reinsurance.

4. Training:

- Supplier must conduct at least two (2) days training on the use, care, and maintenance to at least thirty (30) personnel (minimum) not later than fourteen (14) calendar days from acceptance.
- All expenses related to training shall be for the account of supplier.

5. Replacement of Defective Items Noted during the Pre-Delivery Inspection:

Any defects noted during Pre-Delivery Inspection shall be corrected prior to the shipment of the goods.

2.2

Payments shall be made only upon a certification by the **HoPE** to the effect that the Goods have been **rendered** or **delivered** in accordance with the prescribed delivery schedule of this Contract and have been duly **inspected** and **accepted**.

Payment shall be made by **Check for local Supplier**, or through **irrevocable Letter of Credit (LC) in case of foreign supplier/manufactur**.

In case payment shall be made by LC, the Procuring Entity shall open the irrevocable LC in favor of the Supplier in accordance with the terms provided below in an Authorized Government Depository Bank after the approval of the Contract by the HOPE and cash transfer from the PA to the Authorized Government Depository Bank, to wit:

- a. Mode of Transmission: Full cable telex/S.W.I.F.T;

- b. Advising and/or Confirmation: LC may be advised and/or confirmed by any bank to be identified by the Supplier, at the latter's sole expense;
- c. Payee Bank: The LC draft (if any) shall be drawn on the confirming bank;
- d. Beneficiary: [Insert name and address of Supplier with Point of Contact];
- e. Currency and Amount of LC: LC shall be in Philippine Peso, in an amount equivalent to the Total Contract Price. The 95% of the amount of LC shall be released upon completion of all the required documents enumerated in SCC Clause 2.2 (f) of the Bidding Documents and the 5% shall be released upon expiration of the warranty period provided in SCC Clause 5.1 in the Bidding Documents;
- f. Expiration Date: **Ninety (90) calendar days** from issue date of the L/C;
- g. The terms of payment shall be as follows: "**One Time Payment**" to the Supplier at the time of the final acceptance of the Goods by the Procuring Entity made in accordance with Section VI. Schedule of Requirements, and the submission or presentation of the following documents:
- i. Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
 - ii. Negotiable, clean shipped on-board Bill of Lading marked "Freight Pre-Paid" and/or "Non-Negotiable Bill of Lading" or "Airway Bill";
 - iii. Original Supplier's factory inspection report or certificate of pre-delivery test and inspection report by PA TIAC (as applicable);
 - iv. Manufacturer's and/or Supplier's warranty certificate;
 - v. Certificate of Origin (for imported GOODS);
 - vi. Delivery Receipt detailing number and description of items received signed by the Procuring Entity's representative at the Delivery Site;
 - vii. Certificate of Acceptance by the PA Technical Inspection and Acceptance Committee (PA TIAC).
- h. **Description of Goods:** As stated in the Technical Specifications with additional requirements as indicated in the Schedule of Requirements.
- i. **Delivery Period:** Complete Delivery within **60 calendar days** from receipt of the NTP by the supplier, which date shall not be later than

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| | <p>seven (7) calendar days from the issuance of NTP: should the supplier fail to comply, the delivery period shall commence.</p> <p>j. Shipment: One-time shipment; transshipment is acceptable. Negotiability: The L/C shall be irrevocable;</p> <p>k. Liquidated Damages: Liquidated damages shall be imposed in accordance with Section 68 of Republic Act (RA) Nr 9184 and its Revised Implementing Rules and Regulations.</p> <p>l. Other Instructions:</p> <p>i. The cost of the opening, as well as advising, confirmation, extension, and/or amendment, if any, of the L/C, and other bank charges shall be for the account of the Supplier;</p> <p>ii. The L/C must be in English; and</p> <p>iii. No boycott or restrictive language.</p> |
| 4 | <p>The inspections and tests that will be conducted are:</p> <p>A. Post-Qualification involving documents validation and/or manufacturer's plant visit and inspection shall be conducted by the Procuring Entity or its designated representatives (PQ Team) in order to determine the compliance to the requirements of the end-user as required in the bidding documents. Expenses incurred related hereto particularly travel and board and lodging expenses shall be borne by the Procuring Entity.</p> <p>Considering the travel restrictions brought by COVID-19 outbreak, the alternative PQI may be conducted through "table post qualification" and/or by VTC or other electronic means; and the adoption of previous PQ Reports with independent referencing within the six (6) months validity period.</p> <p>Conduct of Post Qualification abroad is subject to the issued guidelines regarding Foreign Travel of Public Official/Officers during State of Calamity or Implementation of Community Quarantine or Similar Restrictions. Considering restrictions for foreign travel during the quarantine period, the Procuring Entity or PQ Team may conduct "table post qualification" within the office, or utilize the Office of the Philippine Defense and Armed Forces Attaché (OPhilDAFA) of the country where the foreign bidder/proponent is based to conduct post qualification.</p> <p>B. Pre-Shipment/Pre-Delivery Inspection and Test:</p> <p>All Items shall be subjected to pre-shipment/ pre-delivery inspection and the test (PDI) by the Philippine Army.</p> <p>1. For Foreign Manufacturers:</p> <p>a. All Items shall be subjected to pre-shipment/ pre-delivery inspection and the test (PDI) by the Philippine Army representatives. The PDI</p> |

shall be conducted not later than forty-five (45) days prior to the expiry of the required delivery period at the goods' country of origin.

b. The Inspection Team that may attend the pre-shipment/pre-delivery test at the country of origin at supplier's expenses shall be composed of **at least five (5) members**.

c. The Manufacturer shall ensure that the Inspection Team will be allowed to jointly participate in the conduct of the testing procedures.

d. Supplier shall shoulder all the costs and expense of travel (via/IATA member airlines in case of international travel) and accommodation including Daily Subsistence Allowance (pursuant to Section 8, EO 298) and securing visas as necessary and travel insurance of all the Inspection Team Members. In this regard, supplier is required to issue the required written invitations to the Inspection team through Philippine Army relative to the PDI within seven (7) calendar days from receipt of NTP.

e. Supplier shall conduct product/inspection and pre-departure briefing to orient the members of the Inspection team at least one (1) week prior to departure date. Supplier shall ensure that a full time/on-board interpreter is available for non-English speaking country of manufacturer/plant site. Travel documents including insurance must be submitted to the inspection team during the pre-departure briefing.

f. Failure to provide such invitation per paragraph *d* above may result in delays in release of required travel orders for the inspection team and may subject the supplier to applicable sanctions including liquidated damages due to late delivery.

2. For Local Manufacturers:

a. Pre-delivery inspection of the items to be conducted by Philippine Army Inspection Team at the Manufacturer's local facilities, or at an authorized third-party testing facility.

b. All incidental and related expenses relative to inspection shall be for the account of the manufacturer.

c. Acceptance Tests to be conducted as per prescribed Test and Acceptance Procedures.

*Cost of testing including the cost of sample shall be for the account of the supplier. The samples shall be over and above the quantity to be delivered.

*The PDI shall be conducted in accordance with the prescribed PA Test and Acceptance Procedures.

*The PDI team may conduct **alternative PDI** through (a) VTC and/or submission of Video recordings of the entire testing and inspection process; (b) assistance/utilization of the Philippine Defense Armed Forces Attaché

(PhilDAFA), if available, in accordance with the HPA Letter Directive Nr 12 with Subject: Alternative Procedures for PQI and PDI during COVID-19 Pandemic dated 11 August 2020.

C. **Final Inspection and Acceptance** at the Delivery Site. Completeness and appropriateness of the delivered goods, visual inspection and random sampling based on the required test criteria and list of required samples shall be conducted by the Procuring Entity's representative (PATIAC) at the delivery site. Expenses incurred related hereto particularly travel and board and lodging expenses shall be borne by the **Supplier/Contractor**. Items that were taken randomly for destructive testing shall be replaced by the supplier.

- 1) Final Inspection and Acceptance Report by the TIAC
- 2) Delivered Items and Inspection Report
- 3) SAO/APAO Inspection and Acceptance Report

Note:

- a. Delivered items must comply with the required Technical Specification.
- b. All cost related to the testing, including the samples for random testing, shall be for the account of the bidder/supplier.
- c. Item/s subject for destructive testing shall be included during delivery, but shall not be counted as part of the quantity being delivered.

Correction of Defects:

a. **During Pre-Delivery Inspection.** Any defects noted during pre-delivery inspection shall be corrected prior to shipment/delivery of the goods subject for another test and inspection.

b. **During TIAC Inspection:**

b.1. **For items delivered within the delivery period**, the Supplier shall be allowed to correct defects **within 30 calendar days** upon receipt of written Notice from the PAPC or within the remaining days of the delivery period, whichever comes later. (Note: This provision is not applicable to items delivered beyond the delivery period).

b.2. **For items delivered after the lapse of the delivery period**, the Supplier shall be allowed to correct defects, subject to the imposition of liquidated damages.

TIAC Non- Acceptance of Goods:

In case items are rejected, the PA TIAC shall issue **Certificate of Non-Acceptance** on the cause of non-compliance of the goods. A corresponding **Notice of Non-Acceptance** shall then be issued by **Philippine Army Procurement Center (PAPC)** to the supplier.

In case of rejection, the Supplier shall immediately withdraw the items from the Project/Delivery site. Any loss or damage thereto after such declaration shall be the sole responsibility of the Supplier.

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| | <u>Supplier shall be subjected to blacklisting due to termination by default.</u> |
| 5.1 | <p>The warranty shall be covered by, either retention money or a special bank guarantee equivalent to five percent (5%) of the Contract Price in favor of the Procuring Entity. The Obligation for the warranty shall only be released after the lapse of the warranty period.</p> <p>The warranty period shall be one (1) year after acceptance by the Procuring Entity of the delivered Goods.</p> <p>The goods to be delivered must have been manufactured not more than one (1) year from the date of delivery.</p> |
| 5.2 | <p>The period for correction of defective items in the warranty period is within thirty (30) calendar days upon receipt of notice from the Procuring Entity of any claim arising from the warranty obligation of the supplier.</p> <p>The Procuring Entity through the TIAC may invoke for warranty claims for the Goods or any part thereof that fail to conform to the specifications within the warranty period. The Supplier shall either rectify or replace such defective Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall inspect the rectified/replaced goods, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Clause 5.2.</p> |
| 6 | <p>When the supplier fails to satisfactorily deliver the goods or services under the contract within the specified delivery schedule or project implementation schedule, inclusive of duly granted time extensions, if any, the supplier shall be liable for damages for the delay and shall pay the Procuring Entity liquidated damages, not by way of penalty, an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods scheduled for delivery for every day of delay until such goods or services are finally delivered or performed and accepted by the Procuring Entity concerned.</p> <p>The procuring entity need not prove that it has incurred actual damages to be entitled to liquidated damages. Such amount shall be deducted from any money due or which may become due to the supplier, or collected from any securities or warranties posted by the supplier, whichever is convenient to the procuring entity concerned. In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, the Procuring Entity concerned may rescind the contract and impose appropriate sanctions over and above the liquidated damages to be paid.</p> |

Section VI. Schedule of Requirements

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

| Item | Description | Quantity | Delivered Weeks/months | Delivery Place |
|----------|---|-------------------------|---|---|
| 1 | PA Ballistic Helmet | 3,255 sets | Within Sixty (60) Calendar Days upon Receipt of NTP | GS Warehouse # 2, 1LSG, Army Support Command, PA, Camp General Emilio Aguinaldo, Quezon City OR GS Warehouse, Supply Battalion, 1LSG, Army Support Command, PA |
| 2 | Familiarization/Training for thirty (30) personnel (minimum) | 2 days (minimum) | Not later than fourteen (14) days after issuance of Acceptance Certificate | To Be Determined Later (TBDL) |

| Ordering of Tariff Sizes | | Bidders Proposal |
|--------------------------|--------------|------------------|
| Sizes | Quantity | |
| Small | 326 | |
| Medium | 976 | |
| Large | 1,302 | |
| Extra-Large | 651 | |
| TOTAL | 3,255 | |

Section VII. Technical Specifications

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

Checklist of Technical and Financial Documents

| I. TECHNICAL COMPONENT ENVELOPE | |
|--|--|
| <i>Class "A" Documents</i> | |
| <u>TAB</u> | <u>Legal Documents</u> |
| A | Valid and updated PhilGEPS Registration Certificate (Platinum Membership) in accordance with Section 8.5.2 of the revised IRR of RA No. 9184 (updated 30 June 2022) and GPPB Resolution 15 - 2021 dated 14 October 2021. |
| <u>Technical Documents</u> | |
| B | <p>Duly signed 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. (Annex 1)</p> <p>*The bidder may make a reservation under oath in a notarized document not to disclose the name of its client on the ground of an existing confidentiality agreement but must disclose the amount, status, and name of the project for purposes of validating the NFCC, subject to the full disclosure during post-qualification. In this connection, the bidder may keep the name of the client from the statement of ongoing contracts.</p> |
| C | <p>Statement of the bidder's Single Largest Completed Contract (SLCC) of similar nature within the last five (5) years from the date of the Receipt and Opening of Bid Envelope.</p> <p>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:</p> <ol style="list-style-type: none"> a. For the procurement of Non-Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC; or b. The Bidder should comply with the following requirements: <ol style="list-style-type: none"> i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least fifty percent (50%) in the case of non-expendable supplies of the ABC for this Project; and ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above. (Annex 2) <p>* For this project, "similar contract or project" shall pertain to the Supply and</p> |

| | |
|-----------------------------------|--|
| | <p>Delivery of ballistic helmets.</p> <ol style="list-style-type: none"> 1. Notice of Award, and/or Notice to Proceed, and/or Contract, Purchase Order or its equivalent issued by the end-user; and 2. Certificate of Completion OR Technical Inspection and Acceptance Committee (TIAC) Report, OR Official Receipt (duplicate or triplicate copy), OR Sales Invoice with Collection Receipt (duplicate or triplicate copy), AND End-User’s Acceptance or its equivalent provided that the same expressly states that the Goods were received in good condition. |
| <p><i>Financial Documents</i></p> | |
| <p>D</p> | <p>The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC) (Annex 3-A); <u>or</u></p> <p>A Committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation (Annex 3-B).</p> <p>* Should the bidder opt to submit NFCC, computation must be at least equal to the ABC to be bid, calculated as follows.</p> <p>NFCC = [(Current assets minus current liabilities) (15)] minus the value of all ongoing contracts, including awarded contracts yet to be started.</p> <p>* The values of the domestic bidder’s current assets and current liabilities shall be based on the latest Annual Income Tax Return and Audited Financial Statements filed thru eFPS.</p> <p>* For foreign bidders, the value of the current assets and current liabilities shall be based on their latest Audited Financial Statements (AFS) prepared in accordance with international reporting standards. The NFCC computation shall be expressed in Philippine Peso based on the prevailing exchange rate as published in the BSP reference rate bulletin on the date of preparation of the AFS.</p> <p>* 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 of the project issued by local universal or commercial bank. The amount of Committed Line of Credit must be Machine Validated.</p> |
| <p><i>Class “B” Documents</i></p> | |
| <p>E</p> | <p>Duly signed Joint Venture Agreement (JVA) in case the joint venture is already in existence; <u>or</u></p> <p>In the absence of a JVA, duly Notarized Statement/s 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; <u>or</u></p> |

| | |
|---|---|
| | <p>In case JVA is not applicable, the bidder must submit a duly signed Statement stating that JVA is not applicable in lieu of the foregoing (Annex 4).</p> <p>*Note:</p> <p>The JVA should be specific to the project including the purpose and all supporting documents related thereto.</p> |
| F | Bid security in the prescribed form, amount and validity period; or a Notarized Bid Securing Declaration (Annex 5). |
| G | <p>Conformity with the Schedule of Requirements (Annex 6-A).</p> <p>Duly signed statement of compliance to Technical Specifications and Test and Evaluation Procedures (Annex 6-B).</p> <p>Warranty Undertaking (Annex 6-C).</p> <p>Certificate of Replacement for Defective Items (Annex 6-D).</p> |
| H | <p>Certificate from Armed Forces of the Philippines Procurement Service (AFPPS) that the Bidder is not Blacklisted; or</p> <p>In the absence of the said Certificate, the Bidder shall submit a proof of application of the same stamped received by AFPPS if manually filed, or acknowledged received by the AFPPS through its official email address: afppsthree@gmail.com if electronically filed.</p> <p>*Note:</p> <p>In case of Joint Venture, each JV partner shall submit the Certificate.</p> |
| I | Notarized Omnibus Sworn Statement (Annex 7). |
| J | <p>Proof of Authority of the designated representative/s for purposes of the bidding</p> <p><u>For Local Bidder:</u></p> <p>a. Duly notarized Special Power of Attorney – For Sole Proprietorship if owner opts to designate a representative/s; OR</p> <p>b. Duly notarized Secretary’s Certificate evidencing the authority of the designated representative/s, issued by the corporation, cooperative or the members of the joint venture.</p> <p><u>For Foreign Bidder:</u></p> <p>a. Valid and Current Written Appointment of the Philippine based company (as local representative of foreign manufacturer) issued by the foreign bidder. The written appointment must include detailed scope of</p> |

| | |
|----------|---|
| | <p>responsibility of the local representative. A Certified True Copy of the Written Appointment may be submitted subject to the presentation of the original document during post qualification; AND</p> <p>2. Duly Notarized authorization of the duly registered Philippine-based company representative (e.g. Secretary’s Certificate for Corporation, Special Power of Attorney for Sole Proprietor) with specimen signature of the authorized representative to transact with PA/AFP including address, telephone number/mobile phone number, and email address;</p> <p>OR</p> <p>3. In case the authorized local representative is an individual (citizen of the Philippines), a Valid and Current Written Appointment of the said individual as the local representative issued by the foreign bidder must be submitted. The written appointment must include detailed scope of responsibility of the local representative with specimen signature of the authorized representative to transact with PA/AFP, including address, telephone number, mobile phone number, number and email address. A Certified True Copy of the Written Appointment may be submitted subject to the presentation of the original document during post qualification.</p> <p><i>Note 1 (for both local and foreign bidders): Provided that in the case of unincorporated joint venture, each member shall submit their respective Special Power of Attorney and/or Secretary’s Certificate evidencing the authority of the designated representatives for purposes of this bidding</i></p> <p><i>Note 2 (for both local and foreign bidders): The Secretary’s Certificate, Board Resolution or Special Power of Attorney, or its equivalent document/proof of authority of the designated representative/s for purposes of the bidding, must have a specimen signature of the bidder or its authorized representative; it must indicate in the said document the authority to transact with the Philippine Army/AFP; it must be specific to the project; and it must indicate in the same document the address, telephone number/mobile phone number, and email address of the bidder or its authorized representative.</i></p> <p><i>Note 3 (for both local and foreign bidders): In case of Joint Venture, bidder must submit an Original Special Power of Attorney wherein all members of the Joint Venture are signatories, giving full power and authority to the designated representative of the Joint Venture to sign the OSS and to do acts to represent the bidder.</i></p> |
| <p>K</p> | <p>Certification that the Bidder is the Manufacturer of the item being bid for. (Annex 8-A).</p> <p>Certification from the manufacturer that they had supplied ballistic helmet to at least two (2) armed forces/security forces of any countries except the country of origin and the country of the Procuring Entity. (Annex 8-B)</p> |

| | |
|---|---|
| L | <p>Current and Valid ISO 9001:2015 under the name of the manufacturer.</p> <p>*The scope of the ISO shall be in the design, production or manufacturing of ballistic helmet/protection.</p> |
| M | <p>Ballistics test report from any NIJ-accredited Test Laboratory for the ballistic performance of the Ballistic Helmet in accordance to NIJ 0106.01 or AR/PD 10-02 issued within three (3) years reckoned from the date of opening of bids. The Test Report should be in the name of the Manufacturer and shall consist of the following results:</p> <ol style="list-style-type: none"> Resistance to Penetration on three (3) ammunition (wet & dry conditions) Ballistic Transient Deformation on three (3) ammunition (wet & dry conditions). Fragmentation test per MIL STD 662-F/STANAG 2920 (ambient, high temperature and cold temperature). Bolt shot (after immersion in sea water) in case the ballistic helmet uses a bolt in attaching the NVG shroud. <p>Note: All other tests results required in the Test and Evaluation Procedure for the Philippine Army Ballistic Helmet with QM SPEC NR IE-22PABH with Amendment 1 dated 11 February 2019 (Interim).</p> |
| N | Colored printed brochure of the manufacturer. |
| II. FINANCIAL COMPONENT ENVELOPE | |
| <u>TAB</u> | <i>Financial Documents</i> |
| A | <p>Bid Form for the Procurement of Goods (Annex 9-A)</p> <p>Duly signed and Accomplished Financial Bid Form (Annex 9-B)</p> |
| B | Duly signed and accomplished Price Schedule(s) (Annex 10) |

Bidding Forms

| Bidding Forms | Annex Nr |
|---|------------------|
| Statement of All On-going Government and Private Contracts including Contracts Awarded but not yet started, if any. | Annex 1 |
| Statement of Single Largest Similar Completed Contract within the last five (5) years from date of submission and receipt of bids equivalent to at least fifty percent (50%) of the ABC | Annex 2 |
| Certificate of Net Financial Contracting Capacity (NFCC) | Annex 3-A |
| Sample Form for Committed Line of Credit | Annex 3-B |
| Statement that JVA is not applicable | Annex 4 |
| Bid Securing Declaration | Annex 5 |
| Conformity with the Schedule of Requirements | Annex 6-A |
| Duly signed statement of compliance to Technical Specifications and Test and Evaluation Procedures | Annex 6-B |
| Warranty Undertaking | Annex 6-C |
| Certificate of Replacement for Defective Items | Annex 6-D |
| Omnibus Sworn Statement | Annex 7 |
| Certification that the Bidder is the Manufacturer of the item being bid for | Annex 8-A |
| Certification from the manufacturer that they had supplied ballistic helmet to at least two (2) armed forces/security forces of any countries except the country of origin and the country of the Procuring Entity. | Annex 8-B |
| Colored printed brochure of the manufacturer. | |
| Bid Form for the Procurement of Goods | Annex 9-A |
| Duly signed and Accomplished Financial Bid Form | Annex 9-B |
| Bid Prices and Applicable Price Schedules | Annex 10 |

Annex 1

(COMPANY LETTERHEAD)

Procurement of 3,255 each
PA Ballistic Helmet
Bid Ref. No. QM PABAC1 053-22
Approved Budget Contract: Php81,375,000.00

Statement of All On-going Government and Private Contracts including Contracts
Awarded but not yet started, if any.

1. All On-going Government Contracts

| Name of Contract | Date of Contract | Kinds of Goods | Value of Contract | Status of Contract | Date of Delivery | Purchase Order, Notice to Proceed or Contract |
|------------------|------------------|----------------|-------------------|--------------------|------------------|---|
| | | | | | | |
| | | | | | | |
| TOTAL | | | | | | |

Total Value of Contract: _____

2. All On-going Private Contracts

| Name of Contract | Date of Contract | Kinds of Goods | Value of Contract | Status of Contract | Date of Delivery | Purchase Order, Notice to Proceed or Contract |
|------------------|------------------|----------------|-------------------|--------------------|------------------|---|
| | | | | | | |
| | | | | | | |
| TOTAL | | | | | | |

Total Value of Contract: _____

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position

Date

Annex 2

(Company Letterhead)

Procurement of 3,255each
PA Ballistic Helmet
Bid Ref. No. QM PABAC1 053-22
Approved Budget Contract: Php81,375,000.00

Statement of Single Largest Similar Completed Contract within the last five (5) years from date of submission and receipt of bids equivalent to at least fifty (50%) of the ABC

| Name of Contract | Date of Contract | Kinds of Goods | Value of Contract | Date of Delivery | End-User's Acceptance or Official Receipts |
|------------------|------------------|----------------|-------------------|------------------|--|
| | | | | | |
| | | | | | |

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position

Date

Annex 3-A

CERTIFICATE OF NET FINANCIAL CONTRACTING CAPACITY*(Please show figures at how you arrived at the NFCC)*

This is to certify that our **Net Financial Contracting Capacity (NFCC)** is **Philippine Pesos** _____ (P _____) which is at least equal to the total ceiling price we are bidding.

The amount is computed as follows: $NFCC = (CA - CL) (K) - C$

Where:

CA = Current Assets

CL = Current Liabilities

K = 15

C = value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract for this Project

Issued this _____ day of _____, 2021.

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position

Date

Annex 3-B

**(Name of Bank)
COMMITTED LINE OF CREDIT**

Date: _____

**ARMED FORCES OF THE PHILIPPINES
OFFICE OF THE PHILIPPINE ARMY BIDS AND AWARDS COMMITTEE
Fort Andres Bonifacio, Metro Manila**

PROJECT : _____
 COMPANY/FIRM : _____
 ADDRESS : _____
 BANK/FINANCING INSTITUTION : _____
 ADDRESS : _____
 AMOUNT : _____

This is to certify that the above Bank/Financing Institution with business address indicated above, commits to provide the (Supplier/Distributor/Manufacturer), if awarded the above-mentioned Contract, a credit line in the amount specified above which shall be exclusively used to finance the performance of the above-mentioned contract subject to our terms, conditions and requirements.

The credit line shall be available at the time of submission and opening of bids and such line of credit shall be maintained until the project is completed by the Contractor.

This certification is being issued in favor of said (Supplier/Distributor/Manufacturer) in connection with the bidding requirement of (Name of Procuring Entity) for the above-mentioned Contract. We are aware that any false statements issued by us make us liable for perjury.

The committed line of credit cannot be terminated or cancelled without the prior written approval of the OFFICE OF THE PHILIPPINE ARMY BIDS AND AWARDS COMMITTEE.

 Name and Signature of Authorized Financing Institution Office

 Official Designation

Concurred By:

 Name & Signature of (Supplier/Distributor/Manufacturer's) Authorized Representative

 Official Designation

SUBSCRIBED AND SWORN TO BEFORE ME this _____day of _____at _____, Philippines. Affiant exhibited to me his/her competent Evidence of identity as defined by the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC), issued on _____ at _____.

NOTARY PUBLIC

Doc No: _____
Page No: _____
Book No: _____
Series of: _____

Annex 4

(Company Letterhead)

Procurement of 3,255each
PA Ballistic Helmet
Bid Ref. No. QM PABAC1 053-22
Approved Budget Contract: Php81,375,000.00

This is to certify that _____ (name of bidder) _____ will be participating **without a joint venture partner** in the procurement of _____ (name of project) _____.

Further, the undersigned acknowledges that **Joint Venture Agreement is Not Applicable** for the abovementioned project.

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position

Date

Annex 5

Name of Project: _____
Public Bidding Nr: _____
ABC: _____

BID-SECURING DECLARATION

REPUBLIC OF THE PHILIPPINES)
CITY OF

BID-SECURING DECLARATION

Invitation to Bid/Request for Expression of Interest No. 1: (Insert reference 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 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 Declarations, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1 (b), 34.2, 40.1 and 69.1, except 69.1 (f) of the IRR of RA 9184; without prejudice to other legal action the government may undertake.

3. I/We understand that this Bid-Securing Declaration shall cease to be valid on the following circumstances:

a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;

b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/We failed to timely file a request for consideration or (ii) I/We filed a waiver to avail of said right;

c) I am/were declared as the bidder with the Lowest Calculated and Responsive Bid/Highest Rated and Responsive Bids, and I/We have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We hereunto set my/our hand/s this _____ day of (Month) (Year) at (Place of Execution).

NAME OF BIDDERS AUTHORIZED REPRESENTATIVE

(Insert signatory's legal capacity)

AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME this _____day of _____at _____, Philippines. Affiant exhibited to me his/her competent Evidence of identity as defined by the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC), issued on _____ at _____.

NOTARY PUBLIC

Doc No: _____
Page No: _____
Book No: _____
Series of: _____

Annex 6-A

SCHEDULE OF REQUIREMENTS

Procurement of 3,255each
 PA Ballistic Helmet
 Bid Ref. No. QM PABAC1 053-22
 Approved Budget Contract: Php81,375,000.00

TO THE BIDDER: Indicate “COMPLY” if proposal meets the technical specifications and project requirements. DO NOT LEAVE ANY BLANK. A “YES OR NO” ENTRY WILL NOT BE ACCEPTED. FAILURE TO CONFORM WILL RESULT IN A RATING OF “FAILED”.

| Item | Description | Quantity | Delivered Weeks/months | Delivery Place | Bidders Proposal |
|------|--|------------------|--|---|------------------|
| 1 | PA Ballistic Helmet | 3,255 each | Within Sixty (60) calendar days upon receipt of Notice to Proceed | GS Warehouse # 2, 1LSG, Army Support Command, PA, Camp General Emilio Aguinaldo, Quezon City OR GS Warehouse, Supply Battalion, 1LSG, Army Support Command, PA | |
| 2 | Familiarization/Training for thirty (30) personnel (minimum) | 2 days (minimum) | Not later than fourteen (14) days after issuance of Acceptance Certificate | To Be Determined Later (TBDL) | |

| Ordering of Tariff Sizes | | Bidders Proposal |
|--------------------------|----------|------------------|
| Sizes | Quantity | |
| Small | 326 | |
| Medium | 976 | |
| Large | 1,302 | |
| Extra-Large | 651 | |
| TOTAL | 3,255 | |

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position

Date

Annex 6-B

COMPLIANCE TO TECHNICAL SPECIFICATION

**Procurement of 3,255 each
PA Ballistic Helmet
Bid Ref. No. QM PABAC1 053-22
Approved Budget Contract: Php81,375,000.00**

| <p>TO THE BIDDER: Indicate "COMPLY" if proposal meets the technical specifications and project requirements. DO NOT LEAVE ANY BLANK. A "YES OR NO" ENTRY WILL NOT BE ACCEPTED. FAILURE TO CONFORM WILL RESULT IN A RATING OF "FAILED".</p> | | |
|---|--|--------------------------|
| Quantity/Item Description | Required Technical Specifications | Bidder's Proposal |
| <p>3,255 each PA Ballistic Helmet</p> | <p>QM SPEC NR IE-22PABH with Amendment 1 dated 11 February 2019</p> | |

I/WE, the undersigned bidder, have examined the Bidding Documents including Bid Bulletins, as applicable, hereby OFFER to (supply/deliver/perform) the above described items.

I/WE undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security **within ten (10) calendar days** from receipt of the Notice of Award.

Until a formal contract/order confirmation is prepared and signed, this Bid is binding on us.

Name of Company

Signature of Company Representative

Name & Designation

Date

Annex 6-C

(Bidder's Company Letterhead)

WARRANTY UNDERTAKING

Procurement of 3,255 each
PA Ballistic Helmet
Bid Ref. No. QM PABAC1 053-22
Approved Budget Contract: Php81,375,000.00

I/We, _____ (Name) _____, _____ (Title/Capacity) _____, the duly authorized representative of _____ (Company/Bidder) _____, hereby commits that should we be awarded the contract, we will issue a Warranty Certificate in favor of the Philippine Army (PA) valid for **one (1) year** from date of final acceptance.

This Undertaking shall form part of the Technical Requirements for the aforesaid procurement project

Signature of Company Representative

Name & Designation

Date

Annex 6-D

(Bidder's Company Letterhead)

Procurement of 3,255 each
 PA Ballistic Helmet
 Bid Ref. No. QM PABAC1 053-22
 Approved Budget Contract: Php81,375,000.00

**CERTIFICATE OF REPLACEMENT FOR DEFECTIVE
 ITEMS**

I/We, _____ (Name) _____ (Title/Capacity) _____, the duly authorized representative of (Company/Bidder) _____, hereby commits that should we be awarded the contract, we will replace all defective items **within thirty (30) calendar days** upon receipt of Notice of Defects from the Philippine Army.

Supplier further certifies that the goods to be delivered have been manufactured **not more than one (1) year** from the date of delivery.

This Certification shall form part of the Technical Requirements for the aforesaid procurement project.

Issued this _____ day of _____ 2021 in _____, Philippines

 Name of Company (Bidder)

 Full Name of Authorized Representative

 Address

 Signature of Authorized Representative

 Tel. No./Fax

 E-mail Address

Annex 7

Omnibus Sworn Statement*[shall be submitted with the Bid]*

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 responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. 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.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

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 _____at _____, Philippines. Affiant exhibited to me his/her competent Evidence of identity as defined by the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC), issued on _____ at _____.

NOTARY PUBLIC

Doc No: _____
Page No: _____
Book No: _____
Series of: _____

Annex 8-A

(Bidder's Company Letterhead)

Procurement of 3,255each
PA Ballistic Helmet
Bid Ref. No. QM PABAC1 053-22
Approved Budget Contract: Php81,375,000.00

CERTIFICATION THAT BIDDER IS THE MANUFACTURER OF THE ITEM BEING BID FOR

I/We _____ (Name) _____, _____ (Title or Capacity) _____, the duly authorized representative of _____ (Name of Company/Bidder) hereby certify that I/We are a legitimate and licensed manufacturer of **ballistic helmet** particularly the major components _____, _____, and _____ pursuant to the copy of our latest _____ (Type of Permit) _____ permit issued by _____ (Name of issuing authority e.g. City/Municipality) _____ of _____.

We also hereby commit that should we be declared as the Lowest or Single Calculated Bidder (L/SCB), we should submit the list of our owned and leased machines and equipment and we shall allow inspection of our manufacturing facilities including inspection of machines/equipment as stated above.

The undertaking shall form part of the Technical Requirements for the aforesaid procurement project.

Issued this _____ day of _____ 20____ in _____, Philippines.

Signature of Company Representative

Name & Designation

Date

Annex 8-B

(Bidder's Company Letterhead)

Procurement of 3,255each
 PA Ballistic Helmet
 Bid Ref. No. QM PABAC1 053-22
 Approved Budget Contract: Php81,375,000.00

CERTIFICATION THAT THE BIDDER HAD SUPPLIED BALLISTIC HELMET TO OTHER ARMED FORCES/SECURITY FORCES

I/We _____ (Name) _____, _____ (Title or Capacity) _____, the duly authorized representative of _____ (Name of Company/Bidder) hereby certify that I/We had supplied Ballistic Helmet to the following Armed Forces or Security Forces to other countries as indicated:

| Name of Client/customer | Country | Qty | Date completed | End-user's acceptance or Official receipt |
|-------------------------|---------|-----|----------------|---|
| | | | | |
| | | | | |
| | | | | |

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position

Date

Annex9-A

Bid Form for the Procurement of Goods
[shall be submitted with the Bid]

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 here in or in the Price Schedules,

I four 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 of agent
 Amount and Purpose
 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: _

Annex 9-B

(Bidder's Company Letterhead)

Procurement of 3,255 each
 PA Ballistic Helmet
 Bid Ref. No. QM PABAC1 053-22
 Approved Budget Contract: Php81,375,000.00

FINANCIAL BID FORM

| Description | Qty | ABC Price | | Bidder's Proposal | |
|--|------------|--------------|------------------|-------------------|-------------|
| | | U/P | Total Price | U/P | Total Price |
| PA Ballistic Helmet | 3,255 each | Php25,000.00 | Php81,375,000.00 | | |
| TOTAL BID PRICE | | | | | |
| Total Bid Price (Amount in Words): | | | | | |
| BIDDER'S UNDERTAKING | | | | | |
| I/We, the undersigned bidder, have examined the TOR, as applicable, hereby OFFER to (supply/deliver/perform) the above-described items. | | | | | |
| I/We undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security within ten (10) calendar days from receipt of Notice of Award. | | | | | |
| Until a formal contract/order confirmation is prepared and signed, this Bid is binding on us. | | | | | |

 Name of Company (in print)

 Signature of Company Representative

 Name & Designation (in print)

 Date

Annex 10
FORM NO. 1

(Bidder’s Company Letterhead)

Procurement of 3,255each
PA Ballistic Helmet
Bid Ref. No. QM PABAC1 053-22
Approved Budget Contract: Php81,375,000.00

For Goods Offered From Abroad

Name of Bidder _____ Invitation to Bid¹ Number ___. Page ___ of _____.

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
|------|-------------|-------------------|-----|---|--|-------------------------------------|--------------------------------------|---|
| Item | Description | Country of origin | Qty | 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 at Place (DAP) | Unit price Delivered Duty Paid (DDP) | Total Price -(if DAP col 4X7) -(If DDP col 4X8) |
| | | | | | | | | |

Note: If the particular column is not applicable indicate **dash (-)** or **zero (0)**, as applicable.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and

¹ If ADB, JICA and WB funded projects, use IFB.

Annex 10
FORM NO. 2

(Bidder’s Company Letterhead)

Procurement of 3,255each
PA Ballistic Helmet
Bid Ref. No. QM PABAC1 053-22
Approved Budget Contract: Php81,375,000.00

For Goods Offered From Within the Philippines

Name of Bidder _____ . Invitation to Bid² 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) |
| | | | | | | | | | |

Note: If the particular column is not applicable indicate **dash (-)** or **zero (0)**, as applicable.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

² If ADB, JICA and WB funded projects, use IFB.

