

PHILIPPINE ARMY BIDS AND AWARDS COMMITTEE

Fort Andres Bonifacio, Metro Manila

Procurement of Personal Protective Equipment (PPE) CBRN Suits

ORD PABAC2 024-24

Description	Qty (unit)	ABC (Pesos)
PPE – CBRN Suits	1 Lot	9,950,000.00

Bidding Date: December 12, 2023

Time: 1:30 PM

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GLOSSARY OF ACRONYMS, TERMS, AND ABBREVIATIONS

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

Foreign-funded Procurement or Foreign-Assisted Project– Refers to procurement whose funding source is from a foreign government, foreign or international financing

institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

SECTION I. INVITATION TO BID

PPE - CBRN Suits Bid Ref. No. ORD PABAC2-024-24

1. The Philippine Army, through its Appropriation based on the **National Expenditure Program (NEP) FY 2024** in the quantity and amount as indicated below:

With Certification from OG10, PA dtd 15 August 2023 amounting to **THREE BILLION SEVEN HUNDRED EIGHTY-SEVEN MILLION THREE HUNDRED FIFTY-SIX THOUSAND ONE HUNDRED FOUR AND 18/100 PESOS (Php3,787,356,104.18)** duly signed by COL RAMON ANTONIO E BELLO GSC (CAV) PA, G10, PA, intends to apply the amount of **NINE MILLION NINE HUNDRED FIFTY THOUSAND PESOS ONLY (Php9,950,000.00) (DAP - Delivered At Place)** being the Approved Budget for the Contract (ABC) to payment of 1 lot **Enhancement of PPE – CBRN Suits** under Bid Ref. No. **ORD PABAC2-024-24**. Bids received more than the ABC shall be automatically rejected at bid opening.

Description	Qty (unit)	ABC (Pesos)
PPE - CBRN Suits	1 Lot	9, 950,000.00

2. PABAC now invites Bids from eligible **Manufacturer or Distributor or Trader** for the above (hereafter referred to as GOODS) with a minimum of 5 years in doing business. Foreign manufacturers must be represented by a duly registered Philippine-based company. Required delivery period and delivery place shall be as follows:

Description	Delivery Period	Delivery Place
PPE - CBRN Suit	One Hundred Eighty (180) Calendar Days upon receipt of Notice to Proceed	Supply Battalion, 1LSG, Army Support Command, PA, Camp Servillano S. Aquino. Tarlac City, Philippines

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) 9184, otherwise known as the “Government Procurement Reform Act”. All particulars relative to this bidding including Eligibility Checking, Bid Security, Evaluation and Post-Qualification Procedures and Awards of Contract shall be governed by R.A. 9184 and its 2016 Revised IRR.

Bidding is open to all interested bidders, whether **local or foreign**, subject to the conditions for eligibility provided in the IRR of RA 9184.

4. Prospective Bidders may obtain further information from the PABAC Secretariat and inspect the Bidding Documents at the address given below during 8:00am – 4:00pm on weekdays only.

The Invitation to Bid and Bidding Documents may be downloaded from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and PABAC website. Interested bidders may inspect the Bidding Documents upon presentation of proper identification during office hours (8:00 am - 4:00 pm) on weekdays only.

5. A complete set of Bidding Documents may be acquired by interested Bidders on **November 22, 2023** from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **₱10,000.00**. 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 will hold a Pre-Bid Conference on **November 29, 2023 at 1:30 PM** via Video Conference (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 **December 12, 2023 at 1:30 PM**. 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 **December 12, 2023 at 1:30 PM** via Video Conference (Zoom). Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. For Pre-Bid Conference and Bid Opening

In line with the precautionary health measures being adopted by the Philippine Army, prospective bidders interested to join the Pre-Bid Conference and Bid Opening via video conference (Zoom) may send request for Zoom Link and Password to the *pabacsec2@gmail.com*.

For the Pre-Bid Conference, bidders are encouraged to send their authorized technical representative or personnel who are familiar with the bid requirements and will prepare the documents for the bidder.

Bidding Document may also be downloaded free of charge from the website of the PhilGEPS and the Army website.

11. 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.

12. For further information, please refer to:

Office of the PA Bids and Awards Committee 2

Fort Andres Bonifacio, Taguig City

BGEN ALVIN V FLORES PA

Chairperson

Contact Nr. 845-9555 local 4084/09393185696 or
email address at *pabacsec2@gmail.com*


The complete set of Bidding Documents may be acquired/purchased by interested Bidders during office hours (8:00 am - 5:00 pm) on weekdays only upon payment of non-refundable fee as indicated above, pursuant to the latest Guidelines issued by the GPPB.

It may also be downloaded free of charge from the website of the PhilGEPS and Philippine Army's website, PROVIDED that bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

13. You may also visit websites

For downloading of Bidding Documents: (**philgeps.gov.ph and army.mil.ph**)

Date of Issue: _____


ALVIN V FLORES
Brigadier General, PA
Chairperson

SECTION II. INSTRUCTION TO BIDDERS

1. Scope of Bid

- 1.1 The Procuring Entity, Philippine Army wishes to receive Bids for the Supply and Delivery of **PPE - CBRN Suits**, under **Bid Reference No. ORD PABAC2-024-24**.
- 1.2 The Procurement of **PPE – CBRN Suits** (referred to herein as “Project”) is composed of **one lot**, the details of which are described in Section VII (Technical Specifications).

2. Funding Source

- 2.1 The GOP through the source of funding as indicated below for Fiscal Year 2024 in the amount of **Nine Million Nine Hundred Fifty Thousand Pesos Only (PhP9,950,000.00)**.
- 2.2 The source of funding is **the National Expenditure Program (NEP) FY 2024**.

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex “I” of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

5.2. Foreign ownership 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 at least:

- a. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to **at least Twenty-Five percent (25%)** 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 25%** in the case of 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

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

The Procuring Entity has prescribed that **subcontracting is not allowed**.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either via Video Conference (Zoom) 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

- a. The first envelope shall contain the eligibility and technical documents of the Bid as specified in Section VIII (Checklist of Technical and Financial Documents).
- b. The Bidder's SLCC as indicated in ITB Clause 5.3 should have been completed within the last five (5) years prior to the deadline for the submission and receipt of bids.
- c. 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

- a. The second bid envelope shall contain the financial documents for the Bid as specified in Section VIII (Checklist of Technical and Financial Documents).
- b. 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.
- c. Any bid exceeding the ABC indicated in paragraph 1 of the IB shall not be accepted.
- d. 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

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:
 1. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 2. The cost of all customs duties and sales and other taxes already paid or payable;
 3. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 4. The price of other (incidental) services, if any, listed in e.
- b. For Goods offered from abroad:
 1. Unless otherwise stated in the BDS, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the BDS. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 2. The price of other (incidental) services, if any, as listed in Section VII (Technical Specifications).

13. Bid and Payment Currencies

- a. 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.
- b. Payment of the contract price shall be made in **Philippine Peso**.

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 for One Hundred Twenty (120) calendar days from the date of opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as nonresponsive.

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

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

19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by ITB Clause 15 shall be submitted for each lot or item separately.

19.3. The descriptions of the lots or items shall be indicated in Section VII (Technical Specifications), although the ABCs of these lots or items are

indicated in the BDS for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

- 19.4. The Project shall be awarded as **One Project having several items that shall be awarded as one contract per lot.**
- 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

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

ITB Clause	
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 Supply and/or Delivery of CBRN Detection/Recon/Decon/HADR/Laboratory/Force Protection MEE completed within the last 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 Delivered At Place (DAP) at Supply Battalion, 1LSG, Army Support Command, PA, Camp Servillano S. Aquino, Tarlac City, Philippines.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: a. Equivalent to at least 2% of the ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. Equivalent to at least 5% of the ABC, if bid security is in Surety Bond. <i>Note:</i> 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.
15	The bidder shall submit the following; -Financial Component Envelop – 1 original and 2 copies -Technical Component Envelop- 1 original and 2 copies Each Bidder shall submit the first and second components of its bid with proper tabbing. <i>Note:</i> Unsealed and unsigned Bid Envelope, as well as failure to submit the required original copy , shall be grounds for disqualification.

19.4	<p>The Project shall be awarded as one contract composed of 1 lot:</p> <p>Supply and Delivery of PPE - CBRN Suits for the Philippine Army amounting to Nine Million Nine Hundred Fifty Thousand Pesos Only (₱9,950,000.00).</p>										
20.1	<p>POST-QUALIFICATION: Within a non-extendible period of five (5) calendar days from receipt by the bidder of the Notice from the BAC that the bidder has the Lowest/Single Calculated Bid (L/SCB), the bidder shall submit and/or present original of the following requirements for post qualification:</p> <table border="1" data-bbox="400 465 1347 2007"> <thead> <tr> <th data-bbox="400 465 496 506">TAB</th> <th data-bbox="496 465 1347 506">Additional Post Qualification Requirements</th> </tr> </thead> <tbody> <tr> <td data-bbox="400 506 496 1384">A</td> <td data-bbox="496 506 1347 1384"> <p>Attachments of PhilGEPS (Platinum Registration)</p> <ul style="list-style-type: none"> • Registration Certificate from Securities and Exchange Commission (SEC) for Corporations, Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document • Valid and Current Business/Mayor’s Permit issued by the city or municipality where the principal place of business of the prospective bidder is located OR the equivalent document for Exclusive Economic Zones or Areas. • Valid and Current Tax Clearance per Executive Order 398, Series of 2005 and Revenue Memorandum Order No. 46-2018, as finally reviewed and approved by BIR • Latest Audited Financial Statement (stamped received by the BIR or its duly accredited and authorized institution) 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; Provided that original copies of the digitally submitted documents will be presented upon request. </td> </tr> <tr> <td data-bbox="400 1384 496 1552">B</td> <td data-bbox="496 1384 1347 1552"> <p>Latest Income and Business Tax Returns per Revenue regulation 3-2005 filed and paid through the BIR Electronic Filing and Payments System (EFPS). The latest income and business tax returns are those within the last six (6) months preceding the date of bid submission</p> </td> </tr> <tr> <td data-bbox="400 1552 496 1809">C</td> <td data-bbox="496 1552 1347 1809"> <p>Supporting documents for the On-going Government / Private Contract/s</p> <ol style="list-style-type: none"> 1. Notice of Award, and/or Notice to Proceed, and/or Contract, and/or Purchase Order, or equivalent document issued by the end-user 2. Notice of Extension/Suspension if the project is overdue. </td> </tr> <tr> <td data-bbox="400 1809 496 2007">D</td> <td data-bbox="496 1809 1347 2007"> <p>Supporting documents for Single Largest Completed Contract (SLCC).</p> <ol style="list-style-type: none"> 1. Notice of Award, Notice to Proceed, Contract or Purchase Order, or equivalent document issued by the end-user; AND </td> </tr> </tbody> </table>	TAB	Additional Post Qualification Requirements	A	<p>Attachments of PhilGEPS (Platinum Registration)</p> <ul style="list-style-type: none"> • Registration Certificate from Securities and Exchange Commission (SEC) for Corporations, Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document • Valid and Current Business/Mayor’s Permit issued by the city or municipality where the principal place of business of the prospective bidder is located OR the equivalent document for Exclusive Economic Zones or Areas. • Valid and Current Tax Clearance per Executive Order 398, Series of 2005 and Revenue Memorandum Order No. 46-2018, as finally reviewed and approved by BIR • Latest Audited Financial Statement (stamped received by the BIR or its duly accredited and authorized institution) 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; Provided that original copies of the digitally submitted documents will be presented upon request. 	B	<p>Latest Income and Business Tax Returns per Revenue regulation 3-2005 filed and paid through the BIR Electronic Filing and Payments System (EFPS). The latest income and business tax returns are those within the last six (6) months preceding the date of bid submission</p>	C	<p>Supporting documents for the On-going Government / Private Contract/s</p> <ol style="list-style-type: none"> 1. Notice of Award, and/or Notice to Proceed, and/or Contract, and/or Purchase Order, or equivalent document issued by the end-user 2. Notice of Extension/Suspension if the project is overdue. 	D	<p>Supporting documents for Single Largest Completed Contract (SLCC).</p> <ol style="list-style-type: none"> 1. Notice of Award, Notice to Proceed, Contract or Purchase Order, or equivalent document issued by the end-user; AND
TAB	Additional Post Qualification Requirements										
A	<p>Attachments of PhilGEPS (Platinum Registration)</p> <ul style="list-style-type: none"> • Registration Certificate from Securities and Exchange Commission (SEC) for Corporations, Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document • Valid and Current Business/Mayor’s Permit issued by the city or municipality where the principal place of business of the prospective bidder is located OR the equivalent document for Exclusive Economic Zones or Areas. • Valid and Current Tax Clearance per Executive Order 398, Series of 2005 and Revenue Memorandum Order No. 46-2018, as finally reviewed and approved by BIR • Latest Audited Financial Statement (stamped received by the BIR or its duly accredited and authorized institution) 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; Provided that original copies of the digitally submitted documents will be presented upon request. 										
B	<p>Latest Income and Business Tax Returns per Revenue regulation 3-2005 filed and paid through the BIR Electronic Filing and Payments System (EFPS). The latest income and business tax returns are those within the last six (6) months preceding the date of bid submission</p>										
C	<p>Supporting documents for the On-going Government / Private Contract/s</p> <ol style="list-style-type: none"> 1. Notice of Award, and/or Notice to Proceed, and/or Contract, and/or Purchase Order, or equivalent document issued by the end-user 2. Notice of Extension/Suspension if the project is overdue. 										
D	<p>Supporting documents for Single Largest Completed Contract (SLCC).</p> <ol style="list-style-type: none"> 1. Notice of Award, Notice to Proceed, Contract or Purchase Order, or equivalent document issued by the end-user; AND 										

		2. Certificate of Completion and/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.
E		Certificate of Notarial Commission/Oath of Office/Appointment of the lawyer who notarized the documents submitted by the bidder or Certificate from the Office of the Executive Judge/Office of the Clerk of Court certifying that the notary public is appointed/commissioned for a specific period.
F		Company Profile (Organization, Affiliated Companies, Production Capability)
G		Vicinity map/location of the business
H		Certificate from Armed Forces of the Philippines Procurement Service (AFPPS) that the Bidder is Not Blacklisted and has No Overdue Delivery , if not submitted during the bid opening
I		Notarized Certification/Statement that bidder is a Manufacturer or Distributor or Trader of the goods subject of the procurement project, with a minimum of five (5) years in engaging in said line of business

Note 1: *In case of Joint Venture, both partners must present/submit above documents.*

Note 2: *Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award. Should there be a finding against the veracity of any of the documents submitted, the Bid Security shall be forfeited in accordance with Sec. 69 of the 2016 Revised IRR of RA 9184.*

Note: For Foreign Bidders, documents may be substituted by the appropriate equivalent documents in English, if any, issued by the country of the bidder concerned. Otherwise, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country; and 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.

For Contracting Parties to the Apostille Convention, the documents shall be authenticated through an apostille by the Competent Authority, as defined in Section 8.5.2 paragraph 4 of the 2016 revised IRR of RA No. 9184, except for countries identified by the DFA that will still require legalization (red ribbon) by the relevant Embassy or Consulate. The english translation shall govern for purposes of interpretation of the bid; AND

Note: *For the Local representative of the foreign bidder: It 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.*

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section VII (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

- a. 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.
- b. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

SECTION V. SPECIAL CONDITIONS OF CONTRACT

SPECIAL CONDITIONS OF CONTRACT	
GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>For Goods supplied from abroad: “The delivery terms applicable to the Contract are Delivered At Place (DAP) at Supply Battalion, 1LSG, Army Support Command, PA, Camp Servillano S. Aquino, Tarlac City, Philippines. In accordance with INCOTERMS.”</p> <p>For Goods supplied from within the Philippines: “The delivery terms applicable to this Contract are Delivered At Place (DAP) delivered at Supply Battalion, 1LSG, Army Support Command, PA, Camp Servillano S. Aquino, Tarlac City, Philippines. 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>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is: PA TIAC, APAO, OG10.</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>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ul style="list-style-type: none"> a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and b. in the event of termination of production of the spare parts: <ul style="list-style-type: none"> b.1 advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and b.2 following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested. <p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the cost thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of fifteen (15) years from date of final acceptance.</p>

	Spare parts or components shall be supplied as promptly as possible, but in any case, within one (1) week of placing the order.
	<p>Packaging –</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 on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</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 carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p>

	<p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at respective delivery places.</p>
	<p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p>Terms of Payment –</p> <p>Documentary requirements for payment are as follows:</p> <p>Payment shall be made by check for Local supplier or through irrevocable Letter of Credit in case of foreign supplier/manufacturer.</p> <p>In case payment shall be made by L/C, the PROCURING ENTITY shall open the irrevocable L/C 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:</p> <p>a. Mode of Transmission: Full cable telex/S.W.I.F.T;</p> <p>b. Advising and/or Confirmation: L/C may be advised and/or confirmed by any bank to be identified by the Supplier, at the latter's sole expense;</p> <p>c. Payee Bank: The L/C draft (if any) shall be drawn on the confirming bank;</p> <p>d. Beneficiary: [Insert name and address of Supplier with Point of Contact;</p> <p>e. Currency and Amount of L/C: L/C shall be in Philippine Peso, in an amount equivalent to the Total Contract Price. The 95% of the amount of L/C shall be released upon completion of all the required documents enumerated in SCC Clause 2.2(g) of the bidding documents and the 5% shall be released upon expiration of the warranty period provided in SCC clause 5 of the bidding documents;</p> <p>f. Expiration Date: Two Hundred Ten (210) calendar days from issue date of the L/C;</p> <p>g. Payment Scheme Documentary Requirements: Payment will be "One Time Payment" and shall be <u>made</u> 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:</p> <ol style="list-style-type: none"> 1. Supplier's invoice showing GOODS' description, quantity, unit price, and total amount; 2. Negotiable, clean shipped on-board Bill of Lading marked "Freight Pre-Paid" and/or "Non-Negotiable Bill of Lading" or "Airway Bill"; 3. Original Supplier's factory inspection report or certificate of pre-delivery test and inspection report by PA TIAC (as applicable); 4. Manufacturer's and/or Supplier's warranty certificate; Original Manufacturers/Supplier's Product Warranty/Guaranty Certificate/s issued in the name of the Philippine Army minimum of one (1) year from the date of final acceptance (full replacement for defective items); 5. Certificate of Origin (for imported GOODS); 6. Delivery Receipt detailing number and description of items received signed by the Procuring Entity's representative at the Delivery Site; 7. Certificate of Acceptance by the PA Technical Inspection and Acceptance Committee (PA TIAC).

	<p>h. Description of Goods: As stated in the Technical Specifications with additional requirements as indicated in SECTION VI Schedule of Requirements.</p> <p>i. Delivery Period: Within One Hundred Eighty (180) Calendar Days from receipt of the NTP.</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, and SCC Clause 6.</p> <p>l. Other Instructions:</p> <ol style="list-style-type: none"> 1. 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; 2. The L/C must be in English; and 3. No boycott or restrictive language. 4. L/C must be issued by a Government Servicing Bank (pursuant to GPPB Circular No. 05-2019 dated 22 April 2019).
<p>3</p>	<p>If the Performance Security is in the form of a Surety Bond, it must be in the name of the Philippine Army/AFP, and its validity must be until the issuance by the Procuring Entity of the Certificate of Final Acceptance. The Surety Bond must be duly notarized and signed by the Supplier's authorized representative indicating therein his/her full name.</p>
<p>4</p>	<p>Inspection and Test</p> <p>1. POST-QUALIFICATION involving documents validation and plant/office visit and inspection of sample goods shall be conducted by the Procuring Entity or its designated representatives (PQ Team designated by the BAC) to determine the compliance to the requirements of the end-user as required in the bidding documents. Supplier's facility inspection will be conducted, subject to the approval of the Head of the Procuring Entity (HOPE). The Supplier shall be made to provide pieces of evidence of the compliance of items offered to the specifications as stated in Section VII Technical Specifications of the bidding documents and his capability to manufacture/supply the goods/items being required. 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 PQ 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 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 (Office of PhilDAFA) of the country where the foreign bidder/proponent is based to conduct post qualification.</p> <p>2. FINAL INSPECTION AND ACCEPTANCE: Will be at the Delivery Site. Completeness and appropriateness of the delivered goods shall be inspected by the Procuring Entity's representative at the delivery site at the soonest time possible. After completion of the inspection, the inspection team shall furnish the following reports;</p> <ol style="list-style-type: none"> 1. Final Inspection and Acceptance Report by the TIAC; 2. OG10 Inspection Report; 3. SAO/APAO Acceptance Report;

	<p>Note 1: - The supplier must inform the PAPC at least seven (7) calendar days prior to delivery in delivery place/site. Failure to give due notice shall be a ground for non-acceptance of the GOODS. - NO partial deliveries are allowed. Only Complete deliveries will be accepted</p> <p>Note 2: - Deliveries made for “safekeeping” purposes are NOT ALLOWED.</p> <p>3. NON-ACCEPTANCE OF ITEMS: Replacement of Defective Items upon Delivery and Testing of Items: Any defects noted during delivery shall be corrected within the remaining days of delivery period of the Goods.</p> <p>In case items are rejected, PA-TIAC shall issue Certificate of Non- Acceptance on the cause of non-compliance of the goods.</p> <p>In case of rejection, the Goods shall be secured and shall remain under the custody of the PA until re-exported (if imported) at the expense of the supplier to include storage charges, subject to the applicable laws in the Philippines.</p> <p>Supplier shall be subjected to blacklisting due to termination by default</p>
<p>5</p>	<p>Warranty The warranty shall be covered by either retention money in an amount equivalent to at least five percent (5%) of the Contract Price, or a special bank guarantee equivalent to at least five percent (5%) of the Contract Price in favor of the Armed Forces of the Philippines.</p> <p>The warranty period shall be one (1) year after acceptance by the Procuring Entity of the Delivered Goods. The manufacturer/distributor shall issue a Warranty Certificate that shall cover a minimum of one (1) year after the acceptance by the Procuring Entity of the Delivered Goods.</p> <p>The Obligation for the warranty shall only be released after the lapse of the warranty period.</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 Clause 5.1.</p>
<p>5.1</p>	<p>The period for correction of defects in the warranty period is within Thirty (30) calendar days (maximum) after receipt of Notice of Defects</p>
<p>6</p>	<p>If the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. 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

PPE - CBRN Suits
Bid Ref. No. ORD PABAC2-024-24

Description	Qty (unit)	DELIVERY PERIOD	DELIVERY PLACE
PPE - CBRN Suits	1 Lot	One Hundred Eighty (180) Calendar Days upon receipt of NTP	Supply Battalion, 1LSG, Army Support Command, PA, Camp Servillano S. Aquino. Tarlac City, Philippines

I hereby certify to comply and deliver all the above requirements.

Name of Company

Representative Signature Over Printed Name

Date

SECTION VII. TECHNICAL SPECIFICATIONS

STATEMENT OF COMPLIANCE TO TECHNICAL SPECIFICATIONS and TEST AND ACCEPTANCE PROCEDURES

The bidder must state in the last column opposite each parameter and required specifications either "Comply" or "Not Comply". All pages shall be properly signed. Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-reference to that evidence. Evidence shall be in the form of manufacturer's/distributor's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer//distributor, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of ITB Clause above goods manufactured by us.

CLARIFICATION AND SETTLEMENT OF CONFLICTING INTERPRETATION OF THE TECHNICAL SPECIFICATIONS

All clarifications regarding the technical specifications stipulated in this section will be clarified by the members of the Technical Working Group. In cases of conflicting interpretations, the nature and purpose of the equipment will be the basis of interpretation. The main basis for technical specifications and requirements is the nature and purpose of the equipment and its intended use as determined by the doctrinal application of the end-users represented herein by the Technical Working Group.

PPE - CBRN Suits
Bid Ref. No. ORD PABAC2 024-24

TO THE BIDDER: Indicate “COMPLY” if Bidder’s Statement of Compliance meets the 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”.

Line No.	Specifications	Bidder’s Statement of Compliance						
1	<table border="1"> <thead> <tr> <th data-bbox="384 667 724 725">Description</th> <th data-bbox="724 667 836 725">Qty (unit)</th> <th data-bbox="836 667 1121 725">Technical Specifications</th> </tr> </thead> <tbody> <tr> <td data-bbox="384 725 724 781">PPE - CBRN Suits</td> <td data-bbox="724 725 836 781">1 Lot</td> <td data-bbox="836 725 1121 781">Program of Expenditures</td> </tr> </tbody> </table>	Description	Qty (unit)	Technical Specifications	PPE - CBRN Suits	1 Lot	Program of Expenditures	
Description	Qty (unit)	Technical Specifications						
PPE - CBRN Suits	1 Lot	Program of Expenditures						
2	Warranty/ies of the Contract							
3	Mission Essential Equipment are Brand New.							
4	We have no overdue deliveries or unperformed services intended for Philippine Army (PA) and other gov’t and non gov’t agencies.							
5	During delivery, the Supplier shall be responsible in unloading the items from the container to the designated warehouse of the PA. All costs related to porter services, handling and other related expenses shall be borne by the Supplier. In the absence of materials handling equipment at the site, the Supplier shall provide the necessary equipment such as but not limited to: forklifts, hand pallet truck, etc. At the expense of the Supplier.							

<p><u>Conforme:</u></p> <hr/> <p>Bidder’s Company Name</p> <hr/> <p>Signature of Authorized Representative</p> <hr/> <p>Designation</p>
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PHILIPPINE ARMY
 OFFICE OF THE ASSISTANT CHIEF OF STAFF FOR LOGISTICS, G4
 Fort Andres Bonifacio, Metro Manila

PROGRAM OF EXPENDITURE (POE) FOR THE R&M OF CBRN SUITS
 (CY 2023)

Particulars	Part Nr/ NSN	Quantity	UOM	Unit Cost	Amount
Replacement of CBRN Suit, Level C, Permeable (trousers)	8415-66-165-4041, 8415-66-165-4042, 8415-66-165-4043, 8415-66-165-4044, 8415-66-165-4045	100	ea	47,500	4,750,000.00
Replacement of CBRN Suit, Level C, Permeable (pants)	8415-66-165-4046, 8415-66-165-4047, 8415-66-165-4048, 8415-66-165-4049, 8415-66-165-4050	100	ea	47,500	4,750,000.00
Replacement of CBRN Overboots	8430-99-564-4108, 8430-99-159-9839	15	pairs	15,000	225,000.00
Replacement of CBRN Overgloves	8415-99-217-6667, 8415-99-753-9115	15	pairs	15,000	225,000.00
Total					9,950,000.00

Prepared by:

DOMINIQUE B. OLIVAR
 MAJ (OS) PA
 Chief, LMB, OG4, PA

Certified by:

FERNANDO A. GUTIERING
 MAJ (OS) PA
 Chief, PPB, OG4, PA

Noted by:

PRUDENCIO A. IDDOBA
 Colonel GSC (OS) PA
 AC of S for Logistics, G4

Conforme:

 Bidder's Company Name

 Signature of Authorized Representative

 Designation

SECTION VIII: CHECKLIST OF REQUIREMENTS

TAB	I. TECHNICAL COMPONENT ENVELOPE
Class “A” Documents	
Legal Documents:	
A	Valid and updated PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the 2016 Revised Implementing Rules and Regulations of Republic Act No 9184 (dated 15 October 2023) and the GPPB Resolution No. 15-2021 dated 14 October 2021. (Revised Format)
Technical Documents:	
B	<p>Statement of all Ongoing Government and Private Contracts (SOGPC), including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid;</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) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the last <u>Five (5) years</u> from the date of the Receipt and Opening of Bid Envelope;</p> <p>For expendable supplies, completed at least one (1) Single Similar Contract equivalent to at least Twenty-Five Percent (25%) of the ABC of the Project to be bid; OR</p> <p>At least two (2) Similar Contracts, the aggregate contracts amount should be equivalent to at least Twenty-Five (25%) of the ABC of the project to be bid, and the largest of these similar contracts should be equivalent to at least 12.5% of the ABC of the project to be bid.</p> <p><i>The bidder may make a reservation 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 contents of the statement of single largest similar completed contract, subject to the full disclosure during post-qualification.</i></p> <p>For this project, “similar contract or project” shall mean Supply and/or Delivery of CBRN Detection/Recon/Decon/HADR/Laboratory/Force Protection MEE</p>
D	Original copy of Bid Security in the prescribed form, amount, and validity period.. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; or Original copy of Notarized Bid Securing Declaration;
E	<p>TECHNICAL REQUIREMENTS</p> <ol style="list-style-type: none"> 1. Duly Complied Section VI. Schedule of Requirements; 2. Duly Complied Section VII. Technical Specifications; 3. Manufacturer’s or Distributor’s or Trader’s Certification of Conformance from its Technical Department or Production Department or Quality Assurance Department or its equivalent, that the goods that will be delivered in accordance with the Philippine Army (PA) TS;

	<p>4. Warranty Certificate; 5. Copy of Letter Request to Headquarters Armed Forces of the Philippines Procurement Service (HAFPPS) for the issuance of Certificate that the Bidder is not Blacklisted and has no overdue delivery.</p> <p>*Note :</p> <p>1. <i>The copy of submitted Letter Request must have "RECEIVED" stamp by HAFPPS.</i> 3. <i>Authorized local representative must submit the abovementioned document.</i> 4. <i>In case of Joint Venture, each JV partner shall submit said Certificate or Letter Request.</i> 5. <i>Overdue delivery shall mean undelivered or incomplete delivery of items after the due date of delivery or approved request for extension of delivery period.</i></p> <p>In the event of closure of business, termination of distributorship for the equipment, part and supplies, the distributor shall notify the Philippine Army accordingly for the new service centers with telephone numbers and address who can provide the needed parts, supplies and service.</p>
<p>F</p>	<p>Original duly signed and notarized Omnibus Sworn Statement (OSS);</p>
<p>G</p>	<p>Proof of Authority</p> <p><u>For Local Manufacturer/Distributor/Trader:</u></p> <p>a. Duly notarized Special Power of Attorney – For Sole Proprietorship if owner opts to designate a representative/s; OR 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 Manufacturer:</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 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 b. 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; OR c. <i>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, 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.</i></p> <p>Note 1 (for both local and foreign bidders): <i>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>Note 2 (for both local and foreign bidders): <i>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; it must indicate the authority of the bidder/authorized representative to sign the Omnibus Sworn Statement and to do acts to represent the bidder; and it must indicate in the same document the address, telephone number, mobile phone number,</i></p>

	<p><i>and email address of the bidder or its authorized representative.</i></p> <p>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.</p>
	Financial Documents:
H	The prospective bidder's computation of Net Financial Contracting Capacity (NFCC); OR A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.
CLASS "B" DOCUMENT: (For Joint Venture)	
I	<p>For Joint Ventures, Bidder to submit either:</p> <p>(i) Copy of the duly signed JOINT VENTURE AGREEMENT (JVA) in case the joint venture is already in existence, or</p> <p>(ii) In the absence of JVA, Copy of duly signed Protocol/Undertaking of Agreement to Enter into Joint Venture signed by all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful, in accordance with Sec 23.1(b) of the IRR.</p> <p><i>In case the joint venture is not yet in existence, the submission of a valid JVA shall be within Ten (10) calendar days from Notice of Award [Sec 37.1.4 (a) (i) of the 2016 Revised IRR of RA 9184.</i></p> <p>If Joint Venture is not applicable, the bidder must submit a duly signed statement stating that JVA is not applicable in lieu of the foregoing.</p> <p>*Note:</p> <p>The JVA should be specific to the project including the purpose and all supporting documents related thereto.</p>
Other documentary requirements under RA No. 9184 (as applicable)	
	<i>[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]</i> Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
	Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.
I. FINANCIAL COMPONENT ENVELOPE	
A	Original of duly signed and accomplished Bid Form
	Original of duly signed and accomplished Financial Bid Form
B	Original of duly signed and accomplished Price Schedule(s) .

SECTION IX. BIDDING FORMS

Notes on the Bidding Forms

The Bidder shall complete and submit with its Bid the **Bid Form** and **Price Schedules** in accordance with **ITB** Clause 15 with the requirements of the Bidding Documents and the format set out in this Section.

When requested in the BDS, the Bidder should provide the **Bid Security**, either in the form included hereafter or in another form acceptable to the Entity, pursuant to **ITB** Clause 18.1.

The **Contract Agreement Form**, when it is finalized at the time of contract award, should incorporate any corrections or modifications to the accepted Bid resulting from price corrections. The Price Schedule and Schedule of Requirements deemed to form part of the contract should be modified accordingly.

The **Performance Security Form** and **Bank Guarantee Form for Advance Payment** should not be completed by the Bidders at the time of their Bid preparation. Only the successful Bidder will be required to provide performance security and bank guarantee for advance payment in accordance with one of the forms indicated herein or in another form acceptable to the Procuring Entity and pursuant to **GCC** Clause 13 and its corresponding SCC provision.

The sworn affidavit must be completed by all Bidders in accordance with **ITB** Clause 4.2. Failure to do so and submit it with the bid shall result in the rejection of the bid and the Bidder's disqualification.

Bidder's Company Letterhead
PPE - CBRN Suits
Bid Ref. No. ORD PABAC2-024-24

Description	Qty (unit)
PPE - CBRN Suits	1 Lot

**STATEMENT OF ALL ONGOING GOVERNMENT AND PRIVATE CONTRACTS
(INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED)**

Name of Client	Name of the Contract	Date and Status of the Contract	Kinds Of Goods	Amount Of Contract	Value of Outstanding Contracts	Date of Delivery	PO, NOA (please attach)
TOTAL							

Instructions:

1. Statement of all on going contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project being bidded).
2. If there is no ongoing contract including those awarded but not yet started as of the aforementioned period, state **"NONE"** or equivalent term.
3. The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC).

CERTIFIED CORRECT:

Name and Signature of Authorized Representative

Position

Date

Bidder's Company Letterhead
PPE - CBRN Suits
Bid Ref. No. ORD PABAC2-024-24

Description	Qty (unit)
PPE - CBRN Suits	1 Lot

STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT SIMILAR TO THE CONTRACT TO BE BID WITHIN THE LAST FIVE (5) YEARS FROM DATE OF SUBMISSION AND RECEIPT OF BIDS

Name of Client	Name of the Contract	Date of the Contract	Kinds Of Goods	Amount Of Contract	Date of Delivery	TIAC Rep, OR, Sales Invoice, Collection Receipt
TOTAL						

Note:

Statement of Single Largest Completed Contract (SLCC) similar to the contract to be bid within the last five (5) years from the date of Submission and Receipt of Bids;

Completed One (1) Single Contract similar to the contract to be bid amounting to at least Twenty Five Percent (25%) of the ABC of the project to be bid; **Or**

Completed at least **two (2) similar contracts**, the aggregate amount of should be equivalent to at least "Twenty Five" (25%) of the ABC for this Project and the largest of these similar contracts must be equivalent to at least 12.5% of the ABC of this project.

For this project, "similar contract or projects" shall pertain to Supply and/or Delivery of CBRN Detection/Recon/Decon/HADR/Laboratory/Force Protection MEE.

CERTIFIED CORRECT:

 Name and Signature of Authorized Representative

 Position

 Date

Bidder's Company Letterhead
PPE - CBRN Suits
Bid Ref. No. ORD PABAC2-024-24

Description	Qty (unit)
PPE - CBRN Suits	1 Lot

CERTIFICATE OF NET FINANCIAL CONTRACTING CAPACITY
(PLS SHOW FIGURES AT HOW YOU ARRIVED AT THE NFCC)

This is to certify that our Net Financial Contracting Capacity (NFCC) is **Philippine Pesos** _____ (PhP _____) which is at least equal to the total ceiling price we are bidding. The amount is computed as follows;

CA	=	Current Assets	PhP
Less:			-
CL	=	Current Liabilities	_____
		Sub-total 1	PhP
			X 15
		Sub-total 2	PhP
Less:			-
C	=	Value of all outstanding or uncompleted portions of the projects under on-going contracts, including awarded contracts yet to be started coinciding with the contract for this project.	PhP
NFCC			PhP

Issued this _____ day of _____, 20_____.

CERTIFIED CORRECT:

 Name and Signature of Authorized Representative

 Position

 Date

(NAME OF BANK)
COMMITTED LINE OF CREDIT

Date: _____

Philippine Army Bids and Awards Committee
Fort Andres Bonifacio, Metro Manila

CONTRACT/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/Contractor), 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 the terms, conditions and requirements.

The committed line of credit must be available on the date of submission of opening of bid and maintained until issuance of the Certificate of Final Acceptance.

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

This Committed line of credit cannot be terminated or cancelled without the prior written approval of the Philippine Army OFFICE OF THE PHILIPPINE ARMY BIDS AWARD AND COMMITTEE.

Name and Signature of Authorized Financing Institution Office

Official Designation

Concurred by:

Name and Signature of Supplier/Distributor/Manufacturer/Contractor 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 _____ issued _____ at _____, Philippines.

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

NOTARY PUBLIC

Amount should be machine validated

PROTOCOL/UNDERTAKING OF AGREEMENT TO ENTER INTO JOINT VENTURE

This **PROTOCOL/UNDERTAKING OF AGREEMENT TO ENTER INTO JOINT VENTURE** executed by: _____, A sole proprietorship/corporation duly organized and existing under and by virtue of the laws of the Philippines, with offices located at _____, represented herein by its _____, hereinafter referred to as _____.,

-and-

_____ A sole proprietorship/corporation duly organized and existing under and by virtue of the laws of the Philippines, with offices located at _____, represented herein by its _____, hereinafter referred to as _____.,

For submission to the **Philippine Army Bids and Awards Committee (PABAC)**, pursuant to Section 23.1 (b) of the Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No 9184.

WITNESSETH That:

WHEREAS, the parties desire to participate as a joint venture in the public bidding that will be conducted by the PABAC pursuant to Republic Act (RA) No 9184 and its Revised Implementing Rules and Regulations (IRR) with the following particulars:

Bid Reference No.	
Name/Title of Procurement Project	
Approved Budget for the Contract	

NOW THETREFORE, in consideration of the foregoing, the Parties undertake to enter into a JOINT VENTURE and sign a Joint Venture Agreement relative to their joint cooperation for this bid project, in the event that their bid is successful, furnishing the PABAC a duly signed and notarized copy thereof within ten (10) calendar days from receipt of Notice from the BAC that our bid has the lowest calculated responsive bid or highest rated responsive bid (as the case may be).

For purposes of this bid project, and unless modified by the terms of the Joint Venture Agreement, the following party shall be the authorized representative of the JV:

JV Partner (Name of Company)

Authorized Rep of the JV Partner: (Per attached Secretary's Certificate)

Name

Designation

That furthermore, the parties agree to be bound jointly and severally under the said Joint Venture Agreement;

THAT Finally, failure on our part to enter into the Joint Venture and/or sign the Joint Venture Agreement for any reason after the Notice of Award has been issued by shall be a ground for non-issuance by PABAC of the Notice to Proceed, forfeiture of our bid security and such other administrative and/or civil liabilities as may be imposed by PABAC under the provisions of Republic Act (RA) No 9184 and its Revised Implementing Rules and Regulations (IRR) , without any liability on the part of PABAC.

This undertaking shall form an integral part of our Eligibility documents for the above-cited project.

IN WITNESS WHEREOF, the parties have signed this Protocol/Undertaking on the date first above-written.

[JURAT]

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 _____ issued _____ at _____, Philippines.

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

NOTARY PUBLIC

Bidder's Company Letterhead

PPE - CBRN Suits
Bid Ref. No. ORD PABAC2-024-24

Description	Qty (unit)
PPE - CBRN Suits	1 Lot

CERTIFICATE OF JOINT VENTURE NON-EXISTENCE

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 and Signature of Bidder/Authorized Representative

 Position

 Date

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

BID SECURING DECLARATION FORM

PPE - CBRN Suits
Bid Ref. No. ORD PABAC2-024-24

Description	Qty (unit)
PPE - CBRN Suits	1 Lot

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

I/We¹, 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 Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
 - (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 have hereunto set my/our hand/s this ____ day of *[month]* *[year]* at *[place of execution]*.

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

[Jurat]

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

¹ Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

Omnibus Sworn Statement

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

AFFIDAVIT

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

1. Select one, delete the other:

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

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

2. Select one, delete the other:

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

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

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. *[Name of Bidder]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
6. **Select one, delete the rest:**

If a sole proprietorship: The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

If a partnership or cooperative: None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

If a corporation or joint venture: None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder 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]

Bidder's Company Letterhead
PPE - CBRN Suits
Bid Ref. No. ORD PABAC2-024-24

Description	Qty (unit)
PPE - CBRN Suits	1 Lot

WARRANTY UNDERTAKING

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 at least one (1) year from date of final acceptance.

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

Conforme:

Name of Company (in print)

Signature of Company Authorized Representative

Name and Designation

Date

Bid Form

Date : _____

Bid Ref. No. : _____

To: PHILIPPINE ARMY BID AND AWARDS COMMITTEE 2

Having examined the Bidding Documents including the Supplemental/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 Bidding Documents for the sum of [total Bid amount in words and figures] or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: [specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties], which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Bidding Documents;

b. to provide a performance security in the form, amounts, and within the times prescribed in the Bidding Documents;

c. to abide by the Bid Validity Period specified in the Bidding Documents and it shall remain binding upon us at any time before the expiration of that period.

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 Bidding Documents.

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: _____

Bidder's Company Letterhead
PPE - CBRN Suits
Bid Ref. No. ORD PABAC2-024-24

Description	Qty (unit)
PPE - CBRN Suits	1 Lot

FINANCIAL BID FORM

Description	Qty (Units)	ABC Price		Bidder's Proposal	
		U/P	Total Price	U/P	Total Price
Total Bid Price (Amount in words):					

BIDDER'S UNDERTAKING

I/We, the undersigned bidder, having 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 Notice of Award.

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

Note: If the particular column is not applicable indicate **N/A**.

Conforme:

 Name of Company (in print)

 Signature of Company Authorized Representative

 Name and Designation

 Date

Bidder's Company Letterhead
PPE - CBRN Suits
Bid Ref. No. ORD PABAC2-024-24

Description	Qty (unit)
PPE - CBRN Suits	1 Lot

PRICE SCHEDULE
For Goods Offered From Abroad

Name of Bidder _____, Bid Ref Nr ____. 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 on behalf of _____

Bidder's Company Letterhead
PPE - CBRN Suits
Bid Ref. No. ORD PABAC2-024-24

Description	Qty (unit)
PPE - CBRN Suits	1 Lot

PRICE SCHEDULE
For Goods Offered From Within the Philippines

Name of Bidder _____ . Bid Ref 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 _____

Contract Agreement Form

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

(a) Bidding Documents

- (i) The Schedule of Requirements;
- (ii) Technical Specifications;
- (iii) General Conditions of Contract;
- (iv) Supplemental or Bid Bulletins, if Any

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

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

(c) Performance Security

(d) Notice of Award, and the Bidder’s conforme thereto, and

(e) Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the Bidding Documents. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract..

3. In consideration for the sum of [total contract price in words and figures] or such other sums as may be ascertained, [Named of the bidder] agrees to [state the object of the contract] in accordance with his/her/its Bid.

4. The [Name of the procuring entity] agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for

[Insert Procuring Entity]:

[Insert Name of Supplier]

Acknowledgment

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

NOTE: The acknowledgment must conform to the 2004 Rules on Notarial Practice (Supreme Court of the Philippines A.M. No. 02-8-13-SC and/or any appropriate law

Performance Securing Declaration (Revised)

[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

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

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents] To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.

2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years for the second offense, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;

3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:

a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:

- i. Procuring Entity has no claims filed against the contract awardee;
- ii. It has no claims for labor and materials filed against the contractor; and
- iii. Other terms of the contract; or

b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Pursuant to GPPB Resolution No. 16-2020 dated 16 September 2020 and GPPB Resolution No. 09-2020 dated 07 May 2020 to be used as an alternate performance security during a state of calamity or imposition of community quarantine.

**Special Bank Guarantee or Irrevocable Standby Letter of Credit
(For Retention Money, As Applicable)**

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

WHEREAS, _____ with principal offices located at _____ (hereinafter called "the Contractor/Supplier") has undertaken, in pursuance of _____ dated _____ to execute supply of _____ at _____.

AND WHEREAS, it has been stipulated by you in the said Contract that the Contractor/Supplier shall furnish you with a Special Bank Guarantee / Irrevocable Standby Letter of Credit (as applicable) by an authorized bank for the sum specified therein as security for compliance with their obligations in accordance to with the contract, including a warranty that the GOODS supplied are free from patent and latent defects and performance of corrective work for any manufacturing defects will be undertaken as required and that all the conditions imposed under the contract shall been fully met;

AND WHEREAS, we have agreed to give the Contractor/Supplier such a Special Bank Guarantee/ Irrevocable Letter of Credit (as applicable);

NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of PhP _____ proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon you first written demand and without cavil or argument, any sum or sums within the limits of PhP _____ as aforesaid without you needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby further affirm that this bank guarantee/standby letter of credit (as applicable) is irrevocable and intended to answer for the performance of corrective work for any manufacturing defects, to warrant that the goods supplied are free from patent and latent defects and to warrant that all conditions imposed under the contract have been fully met by the Contractor/Supplier.

We hereby waive the necessity of your demanding the said debt from the Contractor/Supplier before presenting us with the demand.

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

This guarantee shall be valid until _____ or a minimum of one (1) year, whichever comes later.

SIGNATURE AND SEAL OF THE GUARANTOR

 NAME OF BANK

 ADDRESS

Form of Performance Security (Bank Guarantee)

To : PHILIPPINE ARMY BIDS AND AWARDS COMMITTEE 2
Fort Andres Bonifacio, Metro Manila

WHEREAS, [insert name and address of Supplier] (hereinafter called the "Supplier") has undertaken, in pursuance of Contract No. [insert number] dated [insert date] to execute [insert name of contract and brief description] (hereinafter called the "Contract");

AND WHEREAS, it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract; AND WHEREAS, we have agreed to give the Supplier such a Bank Guarantee;

NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Supplier, up to a total of [insert amount of guarantee]5 proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [insert amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Supplier before presenting us with the demand.

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

This guarantee shall be valid until the date of your issuance of the Notice of Final Acceptance.

SIGNATURE AND SEAL OF THE GUARANTOR _____

NAME OF BANK _____

ADDRESS _____

DATE _____

Bidder's Company Letterhead
PPE - CBRN Suits
Bid Ref. No. ORD PABAC2-024-24

Description	Qty (unit)
PPE - CBRN Suits	1 Lot

MANUFACTURER'S OR DISTRIBUTOR'S OR TRADER'S CERTIFICATION ON CONFORMANCE TO THE PROJECTS TECHNICAL SPECIFICATIONS

I, _____, Production Engineer/Technical Personnel of _____ (Name of Foreign Company/Bidder) hereby certify that I have read and understood each and every page of the Technical Specifications and Test and Acceptance Procedures, Procurement of _____ for Philippine Army under Bid Ref Nr _____ copies of which we have acknowledged to have received on _____.

I/WE understand that having issued this Certification, we conform to the requirements of the above-stated Project as detailed in the Technical Specifications and other Technical documents and that, in the event that the Contract for the Project is awarded to us, we certify to complete and accomplish our obligations in accordance with, the term and conditions of the said project. This Certification is part of our Technical Bid for the above-mentioned project.

I/WE are executing this Certification to attest to the truth of the foregoing fact/s.

Name

Signature

PRODUCTION ENGINEER/TECHNICAL PERSONNEL
Position in the Company

Date

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

Republic of the Philippines
Department of Budget and Management
PROCUREMENT SERVICE

CERTIFICATE OF PHILGEPS REGISTRATION
(Platinum Membership)

THIS IS TO CERTIFY THAT

(NAME OF BIDDER)
Address

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

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

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

By submitting this Certificate, the Bidder certifies:

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

This Certificate is valid until (date of expiration).

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

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

Documentary Stamp Tax Paid 30.00
Certificate Reference No:

(QR Code)

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