

PHILIPPINE ARMY
BIDS AND AWARDS COMMITTEE 1

Fort Andres Bonifacio, Metro Manila

TERMS OF REFERENCE

**Procurement of
Meal-Ready-to-Eat (MRE), Type
II- Non-Halal**

QM PABAC1 030-22

| Description | Qty | ABC |
|---------------------------|---------------|------------------|
| MRE, Type II Non-Halal | 101,748 packs | PhP27,471,960.00 |

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SECTION I.

General Instructions

1. Legal Basis

The project involves the Acquisition of 101,748 packs Meal-Ready-to-Eat (MRE), Type II- Non-Halal through **Negotiated Procurement (Two Failed Biddings)** under Section 53.1 of the 2016 Revised Implementing Rules and Regulations of Republic Act No 9184 (*The Government Procurement Reform Act of 2003*).

2. Project Description

| Description | Qty | ABC | Mode of Procurement |
|------------------------|---------------|------------------|------------------------------------|
| MRE, Type II Non-Halal | 101,748 packs | PhP27,471,960.00 | Section 53.1 (Two Failed Biddings) |

3. Issuing Office

This Terms of Reference is issued by:

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

BGEN LUIS REX D BERGANTE PA
PABAC1 Chairperson

Contact Nr. +63977-488-0012/+63908-932-5241

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4. Overview

This Terms of Reference contains instructions governing the procurement of the abovementioned project, including but not limited to: quotations to be submitted and the material to be included therein; a description of the items for acquisition; general evaluation criteria; and conditions of the contract.

5. Project Details: The Project Details are shown in the Table Below:

| | |
|--|--|
| Procuring Entity | Philippine Army, Fort Andres Bonifacio, Metro Manila |
| Project Name | Procurement of Meal-Ready-to-Eat (MRE), Type II-Non-Halal for the Philippine Army |
| Approved Budget for the Contract (ABC) | Twenty-Seven Million Four Hundred Seventy-One Thousand Nine Hundred Sixty Pesos Only (Php27,471,960.00) |
| Fund Source | General Appropriations Act FY 2022 (Republic Act No 11639) |
| Deliverables | 101,748 packs Meal-Ready-to-Eat (MRE), Type II-Non-Halal |
| Delivery Site | Delivered Duty Paid (DDP): (refer to Section III and Annex 6. Schedule of Requirements as to the delivery locations) |

| | |
|-------------------------|---|
| Delivery Period | 210 calendar days upon Supplier's receipt of Notice to Proceed |
| Mode of Payment | Payment shall be made by Check for Local Supplier/Manufacturer; or through Letter of Credit in case of Foreign Supplier/Manufacturer. |
| Import Taxes and Duties | "DDP" in accordance with INCOTERMS |

6. Eligibility Documents

| ELIGIBILITY AND TECHNICAL DOCUMENTS (1ST Envelope) | |
|--|---|
| LEGAL DOCUMENTS | |
| A | <p>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 31 December 2021) and the GPPB Resolution No. 15-2021 dated 14 October 2021.</p> <p>Note: For Joint Venture (JV), each partner must submit its PhilGEPS Registration Certificate (Platinum Membership).</p> |
| B | <p>Proof of Authority:</p> <p>For Local Manufacturer/authorized Distributor:</p> <ol style="list-style-type: none"> 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>For Foreign Manufacturer:</p> <ol style="list-style-type: none"> a. Valid and Current Written Appointment of the Philippine-based company (as local representative of foreign manufacturer) issued by the foreign manufacturer. The written appointment must include detailed scope of responsibility of the local representative; AND b. Duly Notarized authorization of the Philippine-based Company's representative (e.g. Secretary's Certificate for Corporation, Special Power of Attorney for Sole Proprietor) with the specimen signature, address, telephone number/fax number and email address of the authorized representative/s, and specifying therein the authority to transact with the Philippine Army/AFP; <p>Note1: In case of JV, each member/partner shall submit a separate Special Power of Attorney and/or Secretary's Certificate evidencing the authority of their respective authorized representative/s.</p> <p>Note2: The Secretary's Certificate, Board Resolution or Special Power of Attorney, or its equivalent document, 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; and it must indicate in the same document the address, telephone number/</p> |

| | |
|----------------------------|--|
| | mobile phone number/ fax number and email address of the bidder or its authorized representative/s. |
| TECHNICAL DOCUMENTS | |
| C | Statement of all ongoing government and private contracts , including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid. (Annex 1) |
| D | <p>Statement of 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 Five (5) years. (Annex 2)</p> <p>Note: An SLCC that is similar to the contract to be bid must be at least Twenty-Five Percent (25%) of the ABC of the Project; OR At least two (2) Similar Contracts and the aggregate contract amount should be equivalent to at least Twenty-Five Percent (25%) of the ABC of the project, and the largest of these similar contracts must be equivalent to at least half of that required percentage of the ABC.</p> <p>Note: For this project, “similar contract or project” shall mean “Supply and Delivery of any food item/s”</p> |
| E | <p>Original copy of Bid Security; or Original copy of Notarized Bid Securing Declaration. (Annex 3)</p> <p>Note: If Bid Security is in the form of a Surety Bond, submit also a certification issued by the Insurance Commission.</p> |
| F | <p>Conformance/Statement of Compliance (Annex 4) to:</p> <ol style="list-style-type: none"> Technical Bid Form; Technical Specifications; and Test and Evaluation Procedures; |
| G | <p>Manufacturer’s Certificate of the following:</p> <p>Manufacturer’s Conformance from its Technical Department or Production Department or Quality Assurance Department or its equivalent, that the goods that will be delivered is in accordance with the Philippine Army (PA) TS, TEP (Annex 5)</p> |
| H | Manufacturer’s Brochure and Specifications that will conform to the Philippine Army Requirement |
| I | Conformity with the Schedule of Requirements. (Annex 6) |
| J | Warranty Undertaking (Annex 7) |
| K | Original duly signed and Notarized Omnibus Sworn Statement (OSS) ; and if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder. (Annex 8) |
| FINANCIAL DOCUMENTS | |

| | |
|---|---|
| L | <p>Computation of Net Financial Contracting Capacity (NFCC); or Committed Line of Credit. (Annex 9; Annex 10)</p> <p>Note: The Committed Line of Credit must be at least equal to ten percent (10%) of the ABC of the project and issued by a Universal or Commercial Bank. The amount of the committed Line of Credit must be machine validated.</p> |
| M | <p>Latest Income and Business Tax Returns per BIR Revenue Regulation 3-2005 manually filed or through the BIR Electronic Filing and Payments System (EFPS). The latest income and business tax returns are those within the last six months preceding the date of bid submission.</p> |
| CLASS "B" Documents | |
| N | <p>Duly Notarized JOINT VENTURE AGREEMENT (JVA) in case the joint venture is already in existence, or</p> <p>Duly Notarized 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. (Annex 11); or</p> <p>Duly signed Statement stating that JVA is not applicable (Annex 12).</p> <p>Note1: The JVA or the Protocol/Undertaking of Agreement to Enter into Joint Venture must specifically state the purpose of the JV, the partners of the JV, and the authorized representative/s of the JV.</p> <p>Note2: If Protocol/Undertaking of Agreement to Enter into JV is initially submitted, the valid JVA must be submitted within ten (10) calendar days from receipt of Notice of Award pursuant to Section 37.1.4(a)(i) of the 2016 Revised IRR of RA 9184.</p> |
| <p>The eligibility requirements or statements, bids, and all other documents to be submitted to the BAC must be in English.</p> | |
| <p>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 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.</p> | |
| <p>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.</p> | |
| <p>The English translation shall govern, for purposes of interpretation of the bid.</p> | |

7. Financial Proposal

Financial Proposal shall be quoted in Philippine Peso or in a freely convertible currency which shall be converted to Philippine Peso using the BSP prevailing foreign exchange rate on the day of opening of the financial proposal.

The Financial Proposal Envelope shall contain the following documents:

| FINANCIAL DOCUMENTS (2nd Envelope) | |
|--|---|
| TAB | |
| A. | 1. Original of duly signed and accomplished Bid Form (Annex 13); <u>AND</u> 2. Original of duly signed and accomplished Price Proposal. (Annex 14) |
| B. | Original of duly signed and accomplished Price Schedule(s) - (Annex 15-A/ Annex 15-B) |

The Supplier is required to submit **three (3) copies of the above-enumerated documents: [one (1) original copy and two (2) photocopies]**. The documents must be submitted to the PABAC1 not later than **(please secured ITB)**. The documents must be submitted in a sealed envelope duly signed by the authorized representative/dealer/distributor.

8. Negotiation

The Negotiating Committee for the Procurement of **101,748 packs Meal-Ready-to-Eat (MRE), Type II- Non-Halal through Negotiated Procurement for the Philippine Army** shall examine the documents submitted in order to confirm and ascertain that the Supplier is legally, technically and financially capable to undertake the procurement project. The PABAC1 shall use the non-discretionary “pass/fail” criteria stated in the Terms of Reference.

9. Post-Qualification

The Post Qualification Team shall conduct the required Post Qualification procedure under Section 34 of the 2016 Revised IRR of RA No 9184 in order to verify, validate, and ascertain the veracity, authenticity and validity of the documents submitted, and to determine whether the Supplier complies with or is responsive to all the requirements and conditions as specified in the TOR of this project.

The 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 Terms of Reference (TOR). Manufacturer’s plant inspection will be conducted, subject to the approval of the Head of the Procuring Entity (HOPE). The Manufacturer/Supplier shall be made to provide pieces of evidence of the compliance of items offered to the specifications as stated in the Technical Specifications of the TOR and the 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.

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 even beyond six (6) months validity period.

Conduct of Post Qualification abroad is subject to the issued guidelines regarding Foreign Travel of Public Official/Officers during State of Calamity or Implementation of Community Quarantine or Similar Restrictions. Considering restrictions for foreign travel during the quarantine period, the Procuring Entity or

PQ Team may conduct “table post qualification” within the office, or utilize the Office of the Philippine Defense and Armed Forces Attaché (OPhilDAFA) of the country where the foreign bidder/proponent is based to conduct post qualification.

| TAB | POST QUALIFICATION DOCUMENTARY REQUIREMENTS |
|-----|--|
| A | <p>For Local Manufacturer/Local Representative: Certificate of Notarial Commission/Oath of Office/Appointment of the lawyer who notarized the documents submitted; or the 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.</p> |
| B | <p>Company Profile (Organization, Affiliated Companies, Production Capability) of the Manufacturer; and Company Profile of the Local Authorized Distributor, if applicable;</p> |
| C | <p>Vicinity map/location of the business;</p> |
| D | <p>Attachments of the PhilGEPS Registration Certificate (Platinum Membership):</p> <ol style="list-style-type: none"> 1. 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; 2. 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; 3. 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; 4. 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. <p>Note: For Joint Venture (JV), each partner must submit the above documents.</p> |
| E | <p>Supporting documents for the Ongoing Government and Private Contracts/ Single Largest Completed Contract (SLCC) such as:</p> <ol style="list-style-type: none"> 1. Notice of Award, Notice to Proceed, Purchase Orders or Contracts for all Ongoing Contracts as listed per submitted Annex 1; 2. Notice of Award, Notice to Proceed, Purchase Orders or Contracts relative to Single Largest Completed Contract per submitted Annex 3. Certificate of Completion and/or Technical Inspection and |

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| | Acceptance Committee (TIAC) Report, End-User's Acceptance, Official Receipt (duplicate or triplicate copy) or Sales Invoice with Collection Receipt (duplicate or triplicate copy) relative to the Single Largest Completed Contract per submitted Annex 2 |
| F | Certificate from Armed Forces of the Philippines Procurement Service (AFPPS) that the Bidder is Not Blacklisted and has No Overdue Delivery. |
| G | Valid and Current License to Operate (LTO) as Food Manufacturer from the Food and Drug Administration of the Department of Health – Philippines in the name of the bidder Notes: a) If the bidder does not possess the LTO as Food Manufacturer, bidder may enter into Joint Venture with a Food Manufacturer with a valid and current LTO as Food Manufacturer from FDA-Philippines (please refer to Class “B” Eligibility Requirements for Joint Ventures). b) A Food Manufacturer with a valid and current LTO as Food Manufacturer from FDA-Philippines is allowed to use a local Toll Manufacturer for purposes of production of the MRE. However, the Toll Manufacturer must also possess an LTO as Food Manufacturer from FDA-Philippines. |
| I | Valid and Current Certificate of Product Registration (FDA, DOH) under the name of the manufacturer/bidder Note: Any locally manufactured food products including Raw Materials, Bulk Ingredients, Low Risk, Medium Risk, High-Risk Conventional Food Pre-Packaged Food Products] |
| J | Submission of Prototype samples and swatch materials for testing; OR PQ Test Result/Notice of Post Qualification issued by PA/PITC BAC as "Post Qualified"; OR LCRB/SCRB on the item being bid for; all in the last 3 years reckoned from the date of submission and opening of bid envelopes. |
| <p>Failure to submit any of the additional documentary requirements within the period prescribed in Section 34.2 of the 2016 Revised IRR of RA 9184, or a finding against the veracity thereof, shall disqualify the bidder for award.</p> <p>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.</p> | |

10. Contract Award

- 10.1 Subject to the provisions of this Terms of Reference (TOR), the Procuring Entity shall award the contract to the Supplier whose proposal has been determined to be substantially responsive and has been determined to be the Single/Lowest Calculated Responsive Quotation (SCRQ/LCQR).
- 10.2 The Procuring Entity shall notify the successful Supplier in writing that its proposal has been accepted, through a Notice of Award received personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Supplier and submitted

personally or sent by registered mail or electronically to the Procuring Entity.

10.3 Within ten (10) calendar days from receipt of NOA, the designated Supplier shall submit its Securities and Exchange Commission (SEC) Certificate of Registration pursuant to GPPB Resolution 25-2019. In case the Resolution is not applicable, the supplier shall submit a statement to that effect.

10.4 Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:

10.4.1 Submission of the valid JVA, if applicable, within ten (10) calendar days from receipt of NOA;

10.4.2 Posting of the performance security in accordance with Clause 11 of the General Conditions of the Contract and Section 39 of the 2016 Revised IRR of RA 9184;

10.4.3 Signing of the contract as provided in Clause 11 of the General Instructions and Section 37.2 of the 2016 Revised IRR of RA 9184; and

10.4.4 Approval by higher authority, if required, as provided in Section 37.3 of the 2016 Revised IRR of RA 9184.

11. Signing of the Contract

11.1 At the same time as the Procuring Entity notifies the successful Supplier that its bid has been accepted, the Procuring Entity shall send the Contract Form to the Supplier, which contract has been provided in the TOR, incorporating therein all agreements between the parties.

11.2 Within ten (10) calendar days from receipt of the Notice of Award, the Supplier shall post the required performance security, and sign and date the contract and return it to the Procuring Entity.

11.3 The Procuring Entity shall enter into contract with the Supplier within the same ten (10) calendar day period provided that all the documentary requirements are complied with.

11.4 The following documents shall form part of the contract:

11.4.1 Contract Agreement;

11.4.2 TOR;

11.4.3 Supplier's Proposal, including the Technical and Financial Proposals, and all other documents / statements submitted;

11.4.4 Performance Security;

11.4.5 Notice of Award of Contract; and

11.4.6 Other contract documents that may be required by existing laws and/or the Procuring Entity under these TOR.

SECTION II.

CONDITIONS OF THE CONTRACT

1. Definitions

In this Contract, the following terms shall be interpreted as indicated:

- a) “The Contract” means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- c) “The Goods” means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the Procuring Entity under the Contract.
- d) “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- e) “The Procuring Entity” is the Philippine Army/ Armed Forces of the Philippines.
- f) “The Procuring Entity’s country” is the Philippines.
- g) “The Supplier” is to be determined/assigned by BAC 2, Philippine Army.
- h) The “Funding Source” is the General Appropriations Act FY 2022 (RA 11518).
- i) “The Delivery Site” for the goods is GS Warehouse, SBn, 1LSG, ASCOM, PA; Camp Aquino, Tarlac City OR GS Warehouse Nr 2, 1LSG, ASCOM, PA; Camp General Emilio Aguinaldo, Quezon City.
- j) “Day” means calendar day.
- k) The “Effective Date” of the contract will be the date of receipt by the Supplier of the Notice to Proceed or the date provided in the Notice to Proceed. Performance of all obligations shall be reckoned from the Effective Date of the Contract.
- l) “Verified Report” refers to the report submitted by the Implementing Unit to the Head of the Procuring Entity setting forth its findings as to

the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

2. Corrupt, Fraudulent, Collusive, and Coercive Practices

2.1. The Procuring Entity as well as the bidders, contractors, or suppliers shall observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Procuring Entity:

a) Defines, for the purposes of this provision, the terms set forth below as follows:

(a.1) "Corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.

(a.2) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.

(a.3) "Collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.

(a.4) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;

b) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

2.2. Further the Funding Source, Borrower or Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in Clause 2.1(a).

3. Inspection and Audit by the Funding Source

The Supplier shall permit the Funding Source to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

4. **Governing Law and Language**

4.1. This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines; and 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.

4.2. This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of the terms this Contract. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.

5. **Notices**

5.1. Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered or electronic mail, telegram, or facsimile to such Party at the address specified below, which shall be effective when delivered and duly received or on the notice's effective date, whichever is later.

The PROCURING ENTITY's Address for Notices is:

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

BGEN LUIS REX D BERGANTE PA

PABAC1 Chairperson

Contact Nr. +63977-488-0012/+63908-932-5241

Telephone Nr. 845-9555 local 6891

Email address: pabacsec@gmail.com

The supplier's address for Notices is:

5.2. A Party may change its address for notice hereunder by giving the other Party notice of such change fifteen (15) days prior to transfer.

6. **Scope of Contract**

6.1. The GOODS and Related Services to be provided shall be as specified in the Schedule of Requirements of this TOR.

6.2. 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.

6.3. Delivery and Documents:

6.3.1 101,748 packs Meal-Ready-to-Eat (MRE), Type II- Non-Halal; and Requirements stipulated in Schedule of Requirements.

6.3.2 The delivery terms applicable to the Contract for the Procurement of Meal-Ready-to-Eat (MRE), Type II- Non-Halal for Philippine army is **DDP (Delivered Duty Paid)** at **(refer to Section III and Annex 6. Schedule of Requirements as to the delivery locations)**

6.3.3 Delivery of the GOODS shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are as follows:

6.3.3.1 Upon shipment, the Supplier shall notify the Procuring Entity and the insurance company by cable the full details of the shipment, including Contract Number, description of the Goods, quantity, vessel, bill of lading number and date, port of loading, date of shipment, port of discharge etc.

6.3.3.2 Upon delivery to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents as applicable:

- (a) Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (b) Original and four copies of the negotiable, clean shipped on board bill of lading marked "freight pre-paid" and five copies of the non-negotiable bill of lading ;
- (c) Original Supplier's factory inspection report;
- (d) Original and four copies of the Manufacturer's and/or Supplier's warranty certificate;
- (e) Original and four copies of the certificate of origin;
- (f) Delivery receipt detailing number and description of items received signed by the Procuring Entity's representative at the Project Site; and
- (g) For purposes of this Clause, the Procuring Entity's Representative at the Project Site is the Technical Inspection and Acceptance Committee for Quartermaster Items/Goods.

6.4 **Incidental Services -**

The Supplier is required to provide all of the following services, including additional services as may be specified in the Schedule of Requirements:

- a. Performance and supervision of on-site assembly and/or pre-delivery inspection of the Goods at the supplier's factory;
- b. Supervision of the inspection and acceptance test of the Goods at the project site;
- c. Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- d. Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- e. Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- f. 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.

6.5 **Packaging**

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the GOODS' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

The outer packaging must be clearly marked as specified in Packaging and Packing of the Technical Specification for this Project.

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.

6.6 **Insurance**

The Goods supplied under this Contract shall be fully insured by the Supplier in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The GOODS remain at the risk and title of the Supplier until their final acceptance by the PROCURING ENTITY.

6.7 **Transportation**

Where the Supplier is required under Contract to deliver the Goods DAP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

Where the Supplier is required under Contract to deliver the Goods DAP, 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* in accordance with GCC Clause 22.

The PROCURING ENTITY accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP Deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers, risk and title will not be deemed to have passed to the PROCURING ENTITY until their receipt and final acceptance at the final destination.

6.8 **Patent Rights**

The Supplier shall indemnify the PROCURING ENTITY against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the GOODS or any part thereof.

7. **Procuring Entity's Responsibilities**

7.1 Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses

from local public authorities, the Procuring Entity shall, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.

8. Prices

8.1 Prices charged by the Supplier for Goods delivered and/or Services performed under this Contract shall not vary from the prices quoted by the Supplier in its bid. The price offered must be responsive to the specifications of the goods to be procured.

8.2 For the given scope of work in this Contract as awarded, all 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.

9. Payment

9.1 Payments shall be made only upon a certification by the Head of the Procuring Entity to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. Five percent (5%) of the amount of each payment or 5% retention bond in a form of bank guarantee shall be retained by the Procuring Entity to cover the Supplier's warranty obligations under this Contract.

9.2 Payment shall be made only upon submission of the required auditorial document and issuance of advice of payment by the appropriate official or his duly authorized representative as provided for under Section 12 of DO #12.

9.3 Payment shall be made by check for Local supplier/manufacturer or through Letter of Credit in case of foreign supplier/manufacturer.

9.4 Should the Procuring Entity opt for payment thru check, it shall be released to the Authorized Government Depository Bank in favor of the Supplier in accordance with the terms provided below after the approval of the Contract by the HOPE and the issuance of the Notice of Cash Allocation.

9.5 **Payment Scheme/Drawdown Documentary Requirements: Payment will be : "Partial Payment will be allowed" and shall be made to the Supplier at the time partial delivery and final acceptance on each delivery of GOODS and compliance with all the obligations provided in the Schedule of Requirements, and the submission or presentation of the following documents:**

- a. Supplier's invoice showing GOODS' description, quantity, unit price, and total amount;
- b. Negotiable, clean shipped onboard Bill of Lading marked "Freight Pre-Paid" and/or "Non-Negotiable Bill of Lading" or "Airway Bill";
- c. Certificate of Pre-Delivery Inspection;
- d. Certificate of Acceptance by the Technical Inspection and

- Acceptance Committee;
- e. Manufacturer's and/or Supplier's Warranty Certificate;
 - f. Certificate of Origin (for imported GOODS);
 - g. Delivery Receipt detailing number and description of items received signed by the Procuring Entity's representative at the Delivery Site;
 - h. OG10 Report;
 - i. APAO Acceptance Report;
 - j. Copy of Insurance Policy/ Paid Premium;
 - k. Copy of Warranty Security;
 - l. Advice of Payment by the Philippine Army or his authorized representative; and
 - m. Description Of Goods:

| Description | Qty | ABC | Delivery Period |
|------------------------|---------------|------------------|-------------------|
| MRE, Type II Non-Halal | 101,748 packs | PhP27,471,960.00 | 210 Calendar Days |

- n. Delivery Terms: DDP (Delivered Duty Paid) – (refer to Section III and Annex 6. Schedule of Requirements as to the delivery locations)
- o. Latest Date of Delivery:
 - i. **210 calendar days** upon receipt by the supplier of the NTP for the following:
 - (i) **101,748 packs** MRE, Type II- Non-Halal and
 - (ii) **Schedule of Requirements**
- p. Shipment: **Three (3) Delivery Tranches.**
- q. 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.
- r. Other Instructions:
 - i. No boycott or restrictive language.
 - ii. If the Procuring Entity opts for payment thru check, it shall be released to the Authorized Government Depository Bank in favor of the Supplier in accordance with the terms provided below after the approval of the Contract by the Secretary of National Defense and the issuance of the Notice of Cash Allocation by the Secretary of Budget and Management, to wit: *(this para or letter 'n- Other Instructions' maybe deleted as already stated above)*

10. Taxes and Duties

The Supplier shall be entirely responsible for all the necessary taxes, stamp duties, license fees, and other such levies imposed outside the Philippines for the completion of this Contract. The Procuring entity shall be responsible for all the necessary taxes, stamp duties, license fees, and other such levies imposed in the Philippines for the completion of this Contract per RA 10349.

11. Performance Security

11.1 To guarantee the faithful performance by the Supplier of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity, and in no case later than the signing of the contract.

11.2 The performance security shall be in an amount not less than the required percentage of the total contract price in accordance with the following schedule:

| Form of Performance Security | Amount of Performance Security (Not less than the required percentage of the Total Contract Price) |
|---|---|
| a. Cash, cashier's/manager's check, issued by a Universal or Commercial Bank; b. Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank; | Two Percent (5%) |
| c. Surety bond callable upon demand issued by a surety or insurance company, duly certified by the Insurance Commission as authorized to issue such security. | Five Percent (30%) |

11.3 The performance security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity, which shall be forfeited in the event it is established that the Supplier is in default in any of its obligations under the contract.

11.4 The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final of Acceptance.

11.5 The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final of Acceptance, subject to the following conditions:

- a. There are no pending claims against the Supplier or the surety company filed by the PROCURING ENTITY;
- b. The Contractor has no pending claims for labor and materials filed against it; and
- c. Other terms of the contract.
- d. In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

11.6 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.

12. Use of Contract Documents and Information

12.1. The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

12.2. Any document shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract, if so required by the Procuring Entity.

13. Standards

The Goods provided under this Contract shall conform to the standards mentioned in the Technical Specification; and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the institution concerned.

14. Inspection and Tests

14.1. The Goods shall be inspected and/or tested by the Procuring Entity or its representatives (PATIAC) in order to confirm their conformity to the technical specifications

14.2. The inspections and tests that will be conducted are as follows:

a. All Items/Goods shall be subjected to pre-shipment inspection (PSI) and test by the PA-TIAC. The PSI shall be conducted at least thirty (30) days prior to the expiry of the required delivery period. Appropriate penalties for the delay shall be imposed, as applicable.

Notes:

1) Pre-shipment inspection of the items to be conducted by Philippine Army Inspection Team.

2) Supplier/Contractor shall notify the Procuring Entity once the items for delivery/shipment is ready for inspection by the PA-TIAC.

3) All incidental and related expenses relative to inspection shall be for the account of the supplier. The samples shall be over and above the quantity to be delivered.

4) The PSI shall be conducted in accordance with the prescribed PA Test and Acceptance Procedures.

5) All cost related to the testing, including the samples for random testing, shall be for the account of the bidder/supplier.

6) **Valid and Current Certificates of Product Registration (FDA, DOH)** for all the food products in the MRE to be delivered

b. Final Inspection and Acceptance at the Delivery Site.

Completeness and appropriateness of the delivered goods and visual inspection shall be conducted by the Procuring Entity's representative (PATIAC) at the delivery site. Expenses incurred related hereto particularly travel and board and lodging expenses shall be borne by the Supplier.

Note: Submission of Valid and Current Certificates of Product Registration (FDA, DOH) for all the food products in the MRE to be delivered, if not submitted during the Pre-Shipment/Pre-Delivery Inspection

c. The Supplier shall bear all costs and expenses incurred in connection with the PSI and Final Acceptance activities including, but not limited to, all traveling, board and lodging, and allowances based on the prevailing United Nations Development Program (UNDP) Daily Subsistence Allowance (DSA) rates.

d. The Procuring Entity shall issue the following documents after the successful completion of the Final Inspection and Acceptance Test:

- i. Certificate of Pre-Delivery Inspection by the PDI Team;
- ii. Certificate of Final Acceptance by the Technical Inspection and Acceptance Committee;
- iii. OG10 Inspection Report;
- iv. SAO/APAO Acceptance Report;

14.3. The Supplier shall furnish to the inspectors all reasonable facilities and assistance, including access to drawings and production date at no charge to the Procuring Entity.

14.4. The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications at once. The Procuring Entity may allow correction of defects **only twice** by providing the Supplier thirty (30) days to either rectify or replace such rejected GOODS or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to Clause 5.

14.5. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative (PA TIAC), shall release the Supplier from any warranties or other obligations under this Contract.

15. Warranty

15.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials except when the design and/or material required by the Procuring Entity provides otherwise.

15.2. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may

develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

15.3. In order to assure that manufacturing defects shall be corrected by the Supplier, manufacturer, or distributor, as the case may be, **a warranty of nine (9) months shall be required from the time the Goods are accepted by the PATIAC.** The obligation for the warranty shall be covered by, at the Supplier's option, 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.

15.4. In addition, **a warranty service shall also be available and accessible within the Philippines in favor of the Philippine Army.**

The goods to be delivered must have been manufactured not more than nine (9) months from the date of delivery.

15.5. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty.

15.6. **Upon receipt of such notice, the Supplier shall, within thirty (30) days, repair or replace the defective Goods or parts thereof, without costs to the Procuring Entity.**

15.7. **If the Supplier, having been notified, fails to remedy the defect(s) within thirty (30) days, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.**

16. Delays in the Supplier's Performance

16.1. **Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in the Schedule of Requirements.**

16.2. **If at any time during the performance of this Contract, the Supplier should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Entity shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.**

16.3. **Except as provided under Clause 20, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to Clause 17, unless an extension of time is agreed upon pursuant to Clause 25 without the application of liquidated damages**

17. Liquidated Damages

17.1. When the supplier fails to satisfactorily deliver the goods or services under the contract within the specified delivery schedule or project implementation schedule, inclusive of duly granted time extensions, if any, the supplier shall be liable for damages for the delay and shall pay the Procuring Entity liquidated damages, not by way of penalty, for every day of delay until such goods or services are finally delivered or performed and accepted by the Procuring Entity concerned.

17.2. The amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances.

18. Limitation of Liability

Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

19. Termination for Default

19.1. The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:

- a. The Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price;
- b. The Supplier fails to perform any other obligation under the Contract.

19.2. In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under GCC Clauses 19 to 22, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.

19.3. In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

20. Termination for Insolvency

The Procuring Entity shall terminate this Contract if the Supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Supplier.

21. Termination for Convenience/ under Existing Condition/s

21.1. The Procuring Entity may terminate this Contract, in whole or in part, at any time if it has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies, provided that the Parties shall commence negotiation to resolve these conditions prior to the termination.

21.2. The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:

- a. to have any portion delivered and/or performed and paid at the contract terms and prices; and/or
- b. to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.
- c. If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum meruit* basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.

22. Termination for Unlawful Acts

The Procuring Entity may terminate this Contract in case the final and conclusive determination, after due process has been observed, that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

- a. Corrupt, fraudulent, and coercive practices as defined in Clause 2 Paragraph II (Conditions of the Contract) of this TOR.
- b. Drawing up or using forged documents;
- c. Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
- d. Any other act analogous to the foregoing.

23. Procedures for Termination of Contracts

23.1. The following provisions shall govern the procedures for termination of this Contract:

- a. Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
- b. Upon recommendation by the Implementing Unit, the Head of the Procuring Entity shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:
 - a) that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
 - b) the extent of termination, whether in whole or in part;
 - c) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and
 - d) special instructions of the Procuring Entity, if any.
- c. The Notice to Terminate shall be accompanied by a copy of the Verified Report;
- d. Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the Head of the Procuring Entity a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the Head of the Procuring Entity shall issue an order terminating this Contract;
- e. The Procuring Entity may, at any time before receipt of the Supplier's Verified Position Paper to withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;
- f. Within a non-extendible period of ten (10) calendar days from receipt of the Verified Position Paper, the Head of the Procuring Entity shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;
- g. The Head of the Procuring Entity may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the Head of the Procuring Entity; and
- h. The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination

24. Assignment of Rights

The Supplier shall not assign its rights or obligations under this Contract, in whole or in part, except with the consent of the Procuring Entity, which shall be made in writings/ prior written consent.

25. Contract Amendment

Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment, duly signed by the parties.

26. Application

These Conditions shall apply to the extent that they are not superseded by provisions of other parts of this Contract.

SECTION III.

Schedule of Requirements

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

| Description | Qty/Unit | Delivery Period | Delivery Place |
|--|----------------------|---|---|
| Meal-Ready-to-Eat (MRE), Type II-Non- Halal | 29,868 packs | 1st Tranche: One Hundred Twenty (120) Calendar Days upon Receipt of NTP | 1LSG, SBn, ASCOM, Camp Aquino, Tarlac City |
| | 7,950 packs | | 6FSSU, Camp Martin Delgado, Iloilo City |
| | 8,700 packs | | 8FSSU, Camp Secretary Ruperto Kangleon, Palo, Leyte |
| | 46,518 packs | Sub-Total | |
| | 18,660 packs | 2nd Tranche: One Hundred Sixty-Five (165) Calendar Days upon Receipt of NTP | 9FSSU, Camp General Arturo T Enrile, Malagutay, Zamboanga City |
| | 13,140 packs | | 10FSSU, Camp Edilberto Evangelista, Patag, Cagayan De Oro City |
| | 31,800 packs | Sub-Total | |
| | 11,100 packs | 3rd Tranche: Two Hundred Ten (210) Calendar Days upon Receipt of NTP | 11FSSU, Naval Station, Felix Apolinario, Panacan, Davao City |
| | 12,330 packs | | 12FSSU, Camp Siongco, Awang, Maguindanao |
| | 23,430 packs | Sub-Total | |
| | 101,748 packs | Full Delivery within Two Hundred Ten (210) Calendar Days upon Receipt of NTP | As stated in the Delivery Places per Tranche |

SECTION IV.

Technical Specifications

SECTION V.

Test and Evaluation Procedures

SECTION VI.

Annexes and Sample Forms

Annex 1

Company Letterhead

**Procurement of 101,748 packs MRE, Type II- Non-Halal
Bid Ref. No. QM PABAC1 030-22**

**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).
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

Annex 2**Company Letterhead**

**Procurement of 101,748 packs MRE, Type II- Non-Halal
Bid Ref. No. QM PABAC1 030-22**

**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 | | | | | | |

CERTIFIED CORRECT:

Name and Signature of Authorized Representative

Position

Date

Annex 3

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

BID SECURING DECLARATION FORM

Procurement of 101,748 packs MRE, Type II- Non-Halal
Bid Ref. No. QM PABAC1 030-22

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/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

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

Affiant

[Jurat]

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

Annex 4**Technical Bid Form****Procurement of 101,748 packs MRE, Type II- Non-Halal
Bid Ref. No. QM PABAC1 030-22**

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".

| No. | Specifications | | | Bidder's Statement of Compliance |
|-----|---|---------------------------------------|--|----------------------------------|
| | Description | Technical Specifications | Test and Evaluation Procedure | |
| 1 | 101, 748 packs Meal-Ready-to-Eat (MRE), Type II- Non-Halal | AFP SPECIFICATION: QM SPEC NR X-22MRE | PA TEP dated 27 July 2022 for AFP QM SPEC NR X-22MRE | |
| 2 | Warranty/ies of the Contract | | | |
| 3 | The period for correction of defective items in the warranty period is within thirty (30) calendar days upon receipt of notice from the Procuring Entity of any claim arising from the warranty obligation of the supplier. 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 | | | |
| 4 | Goods to be delivered is not more than nine (9) months from the date of delivery. | | | |
| 5 | We have no overdue deliveries or unperformed services intended for Philippine Army (PA) and other gov't and non gov't agencies. | | | |
| 6 | 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. | | | |

CERTIFIED CORRECT:

Name and Signature of Bidder/Authorized Representative

Position

Date

Annex 5**Bidder's Company Letterhead**

**Procurement of 101,748 packs MRE, Type II- Non-Halal
Bid Ref. No. QM PABAC1 030-22**

**MANUFACTURER'S CERTIFICATION ON CONFORMANCE TO THE
PROJECTS TECHNICAL SPECIFICATIONS AND TEST AND EVALUATION
PROCEDURES**

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

Annex 6

Bidder's Company Letterhead**Procurement of 101,748 packs MRE, Type II- Non-Halal
Bid Ref. No. QM PABAC1 030-22****SCHEDULE OF REQUIREMENTS**

| Description | Qty/Unit | Delivery Period | Delivery Place | |
|---|---------------------|---|---|---|
| Meal-Ready-to-Eat (MRE), Type II- Non- Halal | 29,868 packs | 1st Tranche: | SBn,1LSG, ASCOM, Camp Aquino, Tarlac City | |
| | 7,950 packs | One Hundred Twenty (120) Calendar Days upon Receipt of NTP | 6FSSU, Camp Martin Delgado, Iloilo City | |
| | 8,700 packs | | 8FSSU, Camp Secretary Ruperto Kangleon, Palo, Leyte | |
| | 46,518 packs | | Sub-Total | |
| | 18,660 packs | 2nd Tranche: | 9FSSU, Camp General Arturo T Enrile, Malagutay, Zamboanga City | |
| | 13,140 packs | One Hundred Sixty-Five (165) Calendar Days upon Receipt of NTP | 10FSSU, Camp Edilberto Evangelista, Patag, Cagayan De Oro City | |
| | 31,800 packs | | Sub-Total | |
| | 11,100 packs | 3rd Tranche: | 11FSSU, Naval Station, Felix Apolinario, Panacan, Davao City | |
| | 12,330 packs | Two Hundred Ten (210) Calendar Days upon Receipt of NTP | 12FSSU, Camp Siongco, Awang, Maguindanao | |
| | 23,430 packs | | Sub-Total | |
| | | 101,748 packs | Full Delivery within Two Hundred Ten (210) Calendar Days upon Receipt of NTP | As stated in the Delivery Places per Tranche |

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

Name of Company

Representative Signature Over Printed Name

Date

Annex 7**Company Letterhead**

**Procurement of 101,748 packs MRE, Type II- Non-Halal
Bid Ref. No. QM PABAC1 030-22**

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 nine (9) months 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

Annex 8**Omnibus Sworn Statement**

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

AFFIDAVIT

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

1. **Select one, delete the other:**

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

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

2. **Select one, delete the other:**

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

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

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

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. *[Name of Bidder]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
6. **Select one, delete the rest:**

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

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder:
 - a) Carefully examine all of the Bidding Documents;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or

otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

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

[Insert NAME OF BIDDER OR ITS
AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

SUBSCRIBED AND SWORN to before me this _____ day of _____ at _____, Philippines, by the affiant/s himself/herself/themselves whom I was able to personally identify through his/her/their [insert type of valid government identification card used], which he/she/they has/have presented to me.

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

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

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

Doc No: _____

Page No: _____

Book No: _____

Series of: _____

Annex 9

Company Letterhead

**Procurement of 101,748 packs MRE, Type II- Non-Halal
Bid Ref. No. QM PABAC1 030-22**

**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

Annex 10
(Sample Form)

(NAME OF BANK)
COMMITTED LINE OF CREDIT

Date: _____

Philippine Army Bids and Awards Committee 2
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 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.

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

Annex 11**Bidder's Company Letterhead****Procurement of 101,748 packs MRE, Type II- Non-Halal
Bid Ref. No. QM PABAC1 030-22****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

Annex 12**Bidder's Company Letterhead**

**Procurement of 101,748 packs MRE, Type II- Non-Halal
Bid Ref. No. QM PABAC1 030-22**

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

Annex 13**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: _____

Annex 14**Company Letterhead**

**Procurement of 101,748 packs MRE, Type II- Non-Halal
Bid Ref. No. QM PABAC1 030-22**

PRICE PROPOSAL

| Description | Qty | ABC Price (PhP) | | Bidder's Proposal | |
|---------------------------------------|---------------|-----------------|---------------|-------------------|-------------|
| | | U/P | Total Price | U/P | Total Price |
| MRE, Type II- Non-Halal | 101,748 packs | 270.00 | 27,741,960.00 | | |
| Total Price (Amount in words): | | | | | |

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

Annex 15-A

Company Letterhead

**Procurement of 101,748 packs MRE, Type II- Non-Halal
Bid Ref. No. QM PABAC1 030-22**

**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 _____

Annex 15-B

Company Letterhead

**Procurement of 101,748 packs MRE, Type II- Non-Halal
Bid Ref. No. QM PABAC1 030-22**

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 _____

(Sample Form)

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]

(Sample Form)

**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)

Page 1 of 3

TOR:[071434](#) Feb 2023 SSg Toldanes

