

# H E A D Q U A R T E R S ARMED FORCES OF THE PHILIPPINES BIDS AND AWARDS COMMITTEE OFFICE OF THE PHILIPPINE ARMY BIDS AND AWARDS COMMITTEE 1 Fort Andres Bonifacio, Taguig City

# **BIDDING DOCUMENTS**

for the

Procurement of 4,000 each Mattress, Foam, Single

**QM PABAC1 078-24** 

ABC: PhP11,000,000.00

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# Glossary of Acronyms, Terms, and Abbreviations

**ABC** –Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentralng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

**DTI** – Department of Trade and Industry.

EXW - Ex works.

**FCA** – "Free Carrier" shipping point.

**FOB** – "Free on Board" shipping point.

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** –Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

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

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

LGUs – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.

# Section I. Invitation to Bid

HEADQUARTERS

ARMED FORCES OF THE PHILIPPINES BIDS AND AWARDS COMMITTEE

OFFICE OF THE PHILIPPINE ARMY BIDS AND AWARDS COMMITTEE 1

Fort Andres Bonifacio, Taquiq City

# INVITATION TO BID PROCUREMENT OF 4,000 EACH MATTRESS, FOAM, SINGLE

- 1. The Philippine Army, through the Philippine Army Appropriation CY 2024 with Certificate of Fund Chargeability from G10, ASCOM dated 16 May 2024 and ASA number 2200-2024-0277 dated 07 May 2024 valid until 31 December 2025, intends to apply the sum of ELEVEN MILLION PESOS (PhP11,000,000.00) being the ABC to payments under the contract for the Procurement of 4,000 each Mattress, Foam, Single under QM PABAC1 078-24. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The Philippine Army now invites bids for the above Procurement Project. Delivery of the Goods is required **One Hundred Twenty (120) calendar days** from the receipt of Notice to Proceed (NTP) by the supplier, which date shall not be later than seven (7) days from the issuance of NTP. Bidders should have completed, within five (5) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
- 3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
  - Bidding is open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the 2016 revised IRR of RA No. 9184
- 4. Prospective Bidders may obtain further information from the Philippine Army and inspect the Bidding Documents at the address given below office hours (8:00AM to 4:00PM) on weekdays only (except holidays).
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on September 12, 2024 from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB in the amount of TWENTY-FIVE THOUSAND PESOS (PhP25,000.00). The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, by facsimile, or through electronic means.

- 6. The Philippine Army through PABAC1 will hold a Pre-Bid Conference on the time and date as specified below at the Office of the PABAC1, Conference Room, PABAC Building, Fort Andres Bonifacio, Taguig, City and/or through video conferencing or webcasting via Zoom, which shall be open to prospective bidders. Only One (1) representative per bidder will be accommodated on the venue. Other representatives will attend through VTC. Zoom link will be provided one hour before the start of the PRE-BID Conference
- 7. Bids must be duly received by the PABAC1 Secretariat through manual submission at the office address indicated below, on or before the date of submission. Late bids shall not be accepted.
- 8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
- 9. Bid opening shall be on the date as specified below and at the given address below and/or through video conferencing or webcasting. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

The schedule of the bidding activities shall be as follows:

ACTIVITIES	TIME and DATE	VENUE
Sale and Issuance of Bidding Documents	8:00AM to 4:00PM Mondays to Fridays only starting on September 12, 2024	Office of the PABAC1
2. Pre-Bid Conference	September 19, 2024@9:30 A.M (Thursday)	Conference Room, PABAC Building,
3. Submission of Bids	On or before October 02, 2024 @ 9:30 A.M (Wednesday)	Fort Andres Bonifacio,
4. Opening, Evaluation of Bids	October 02, 2024@ 9:30 A.M (Wednesday) onwards	Taguig City

10. The Philippine Army reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

Tie breaking method shall be non-discretionary and non-discriminatory. The same shall be based on sheer luck or chance (Toss Coin) and in chronological order based on the submission of bids.

11. For further information, please refer to:

Office of the PA Bids and Awards Committee 1
PABAC Building, Fort Andres Bonifacio, Taguig City

### MGEN LEONEL M NICOLAS PA

PABAC1 Chairperson

Contact Nr. +63999-321-1164/+63977-488-0012

Telephone Nr. 845-9555 local 6891 Email address: pabacsec@gmail.com

12. You may visit the following websites:

For downloading of Bidding Documents:

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

Date of issue:	

MGEN LEONEL M NICOLAS PA PABAC1 Chairperson

# Section II. Instructions to Bidders

# 1. Scope of Bid

The Procuring Entity, Philippine Army wishes to receive Bids for the Procurement of 4,000 each Mattress, Foam, Single under QM PABAC1 078-24.

The Procurement Project (referred to herein as "Project") is composed of **One lot**, the details of which are described in Section VII (Technical Specifications).

# 2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for 2024 in the amount of **ELEVEN MILLION PESOS (PhP11,000,000.00)**.
- 2.2. The source of funding is: General Appropriation Act CY 2024.

## 3. Bidding Requirements

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

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

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

# 4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

# 5. Eligible Bidders

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

- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
  - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
  - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
  - iii. When the Goods sought to be procured are not available from local suppliers; or
  - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

For the procurement of Goods, the following shall be eligible to participate in the bidding for the supply of goods:

- i. Duly licensed Filipino citizens/sole proprietorships;
- ii. Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;
- iii. Corporations duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;
- iv. Cooperatives duly organized under the laws of the Philippines; or
- v. Persons/entities forming themselves into a joint venture, i.e., a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, That Filipino ownership or interest of the joint venture concerned shall be at least sixty percent (60%). For this purpose, Filipino ownership or interest shall be based on the contributions of each of the members of the joint venture as specified in their JVA.
- 5.4. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to at least fifty percent (50%) of the ABC (Non-Expendable Supplies)

# 6. Origin of Goods

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

### 7. Subcontracts

7.1. The Procuring Entity has prescribed that: Subcontracting is not allowed.

### 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

# 9. Clarification and Amendment of Bidding Documents

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

### 10. Documents comprising the Bid: Eligibility and Technical Components

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

# 11. Documents comprising the Bid: Financial Component

11.1. The second bid envelope shall contain the financial documents for the Bid as specified in Section VIII (Checklist of Technical and Financial Documents).

- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

### 12. Bid Prices

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

# 13. Bid and Payment Currencies

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

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

# 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid within one hundred twenty (120) calendar days from the date of the opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

## 15. Sealing and Marking of Bids

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

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

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

### 16. Deadline for Submission of Bids

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

# 17. Opening and Preliminary Examination of Bids

17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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

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

### 18. Domestic Preference

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

## 19. Detailed Evaluation and Comparison of Bids

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

  One Project having several items shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

### 20. Post-Qualification

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

### 21. Signing of the Contract

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

# Section III. Bid Data Sheet

ITB Clause	
5.4	For this purpose, contracts similar to the Project shall be:
	a. Supply and Delivery of military supplies and paraphernalia; and
	b. Completed within five (5) years prior to the deadline for the submission and receipt of bids.
7.1	No portion of the contract or project shall be sub-contracted.
10	For foreign bidders, the equivalent document/s issued by the appropriate authority in the country of origin of the bidder concerned must be presented. If said document has no appropriate equivalent, a Certificate of Inexistence of Appropriate Foreign Equivalent may be submitted.  The local representative of Foreign Bidders shall also submit PhilGEPS Certificate of Registration (Platinum Membership), or a Valid and Current Proof of Authority issued by the foreign bidder (in case the authorized local representative is an individual).
	In case of a Joint Venture, each JV partner shall submit the required Legal Documents.
12.1	The price of the Goods shall be quoted DDP at GS Warehouse, 1LSG, Army Support Command, PA, Camp General Servillano Aquino, San Miguel, Tarlac City and GS Warehouse, 2LSG, Army Support Command, PA, Camp General Arturo Enrile, Malagutay, Zamboanga City in the applicable International Commercial Terms (INCOTERMS) for this Project. (Locally Manufactured = No INCOTERMS;
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:
	a. The amount of not less than PhP220,000.00 [two percent (2%) of the ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or
	b. The amount of not less than PhP550,000.00 [five percent (5%) of the ABC], if bid security is in Surety Bond.
	Note: The bid security shall be payable to the Procuring Entity, however, if it is in the form of a manager's check, it shall be payable to the Collecting Officer, Finance Center, PA.
15	Each Bidder shall submit one (1) original and two (2) photocopies of the first

	Note:	Unsealed and original copy	unsign shall be	ed Bid l grounds	Envelope and s for disqualific	failure	to submit th	e requi
19.3	The Pro	oject shall be a	warded	as one c	contract.			- ·
		escription	Qty	Unit	U/P		ABC	End User
	Matt	ress, Foam, Single	4,000	ea	PhP2,750.00	PhP1	1,000,000.00	OG4
20.2	Post-Q	ualification Re	quirem	ents:				
	TAB	Additional	Post Q	ualificat	ion Requireme	ents	Legal Ba	asis
	A	Exchange Condition Department of proprietorship	ommiss of Trade p, or CDA)	ion (SEC and Inc Coopera for co	om Securities  C) for corpora  clustry (DTI) for  ative Develop  cooperatives of	ntions, or sole pment	2016 Revise of RA No	
	В	Current and valid Mayor's Permit or Business Permit issued by the local government where the principal place of business of the bidder is located					2016 Revise of RA No	
	С	Tax Clearance Certificate per Executive Order 398, Series of 2005					2016 Revise of RA No	
	D	and paid thro Payment Sys business tax	ough the tem (eI returns	e BIR E FPS). Th are thos	s Tax Returns lectronic Filing le latest income within the late of bid submi	ng and ne and ast six	2016 Reviso of RA No	
	E	Latest Audited Financial Statement 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.				2016 Revise of RA No		
	F	Submitted materials for final sample		during	nples and s SOBE will be the testing fee	watch be the	List of Rec Prototype S and Swa Materials Testing <b>Mattress</b> , I <b>Single</b> under	amples tch for for F <b>oam</b> ,

		SPEC NR OE- 22MFS w/ amend 1 dtd 15 Aug 2024
G	Certificate from AFPPS that the bidder is not Blacklisted and has no overdue delivery if not submitted during bid opening	2016 Revised IRR of RA No 9184
Н	Certificate of Notarial Commission of the lawyer who notarized the documents submitted by the bidder or certificate from the office of the executive judge/ office of the clerk of court certifying that the notary public is appointed or commissioned for a specific period.	2016 Revised IRR of RA No 9184
I	Supporting documents for the Ongoing Government/Private Contracts and the Single Largest Completed Contract:  1. Notice of Award, AND/OR Notice to Proceed, AND/OR Purchase Orders AND/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 2  3. Certificate of Completion OR Technical Inspection and Acceptance Committee (TIAC) Report OR Official Receipt (duplicate or triplicate copy) OR Sales Invoice with Collection Receipt (duplicate or triplicate copy) OR End-User's Acceptance relative to the Single Largest Completed Contract per submitted Annex 2	2016 Revised IRR of RA No 9184
J	Company Profile (Organization, Affiliated Companies, Production Capability (if applicable))	
K	Vicinity map/location of the business	

### FOR FOREIGN MANUFACTURER/BIDDER:

The equivalent to the above-enumerated Class "A" documents issued by country or place of business, in English shall be submitted. If not in English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, all said documents shall be authenticated through an apostille pursuant to

GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid; AND

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

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

# Section IV. General Conditions of Contract

# 1. Scope of Contract

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

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

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

## 2. Advance Payment and Terms of Payment

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

# 3. Performance Security

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

# 4. Inspection and Tests

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

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

### 5. Warranty

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

## 6. Liability of the Supplier

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

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

# Section V. Special Conditions of Contract

GCC Clause	
1	Delivery and Documents –
	For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:
	For Goods supplied from abroad: "The delivery terms applicable to the Contract is DDP delivered at GS Warehouse, 1LSG, Army Support Command, PA, Camp General Servillano Aquino, San Miguel, Tarlac City and GS Warehouse, 2LSG, ASCOM, PA, Camp General Arturo Enrile, Malagutay, Zamboanga City in accordance with INCOTERMS."
	For Goods supplied from within the Philippines: "The delivery terms applicable to this Contract is DDP delivered at GS Warehouse, 1LSG, Army Support Command, PA, Camp General Servillano Aquino, San Miguel, Tarlac City and GS Warehouse, 2LSG, ASCOM, PA, Camp General Arturo Enrile, Malagutay, Zamboanga City. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).
	For purposes of this Clause the Procuring Entity's Representative at the Project Site is: PA TIAC, APAO, OG10.
	Incidental Services –(if applicable)
	The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:
	<ul> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> </ul>

e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

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.

### Packaging –(if applicable)

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 Section 5. 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.

### Transportation –

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

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

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment, the period of delay will be considered force majeure.

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

### **Intellectual Property Rights –**

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

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

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

- a. Mode of Transmission: Full cable telex/S.W.I.F.T;
- b. Advising and/or Confirmation: LC may be advised and/or confirmed by any bank to be identified by the Supplier, at the latter's sole expense;
- c. Payee Bank: The LC draft (if any) shall be drawn on the confirming bank;
- d. Beneficiary: [Insert name and address of Supplier with Point of Contact];
- e. Currency and Amount of LC: LC shall be in Philippine Peso, in an amount equivalent to the Total Contract Price. The 95% of the amount of LC shall be released upon completion of all the required documents enumerated in SCC Clause 2.2 (f) of the Bidding Documents and the 5% shall be released upon expiration of the warranty period provided in SCC Clause 5.1 in the Bidding

	Documents;
	f. Expiration Date: <b>One Hundred Fifty (150) calendar days</b> from issue date of the L/C
	g. The terms of payment shall be as follows: "Full Payment" be made to the supplier at the time of final acceptance of the goods by the Procuring Entity in accordance with Section VI. Schedule of Requirements, and the submission or presentation of the following documents:  i. Supplier's invoice showing Goods' description, quantity, unit price, and total amount;  ii. Negotiable, clean shipped on-board Bill of Lading marked "Freight Pre-Paid" and/or "Non-Negotiable Bill of Lading" or "Airway Bill";  iii. Pre-shipment inspection report by PA TIAC;  iv. Manufacturer's and/or Supplier's warranty certificate;  v. Certificate of Origin (for imported GOODS);  vi. Delivery Receipt detailing number and description of items received signed by the Procuring Entity's representative at the Delivery Site;  vii. Certificate of Acceptance by the PA Technical Inspection and Acceptance Committee (PA TIAC).
3	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.
4	The inspections and tests that will be conducted are:
	a. <b>Post-Qualification</b> involving documents validation, testing and/or manufacturer's plant visit and inspection shall be conducted by the Procuring Entity or its designated representatives (PQ Team) in order to determine the compliance to the requirements of the end-user as required in the bidding documents. Expenses incurred related hereto particularly travel and board and lodging expenses shall be borne by the Procuring Entity.  Submitted prototype/finished samples and swatches duly tested and evaluated as compliant/passed shall be the property and proper disposition of the Procuring Entity, while those that were tested and evaluated as non-
	the Procuring Entity while those that were tested and evaluated as non-compliant or Post Disqualified can be retrieved by the Bidder, through an official letter request addressed to PABAC1 (Attn: Chairman, TWG), within three (3) months upon receipt of notice from PABAC1 that such Bidder was Post-Disqualified on said project, otherwise, subject prototype/finished samples and swatches shall be the property and proper disposition of the Procuring Entity.

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

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

### Notes:

- 1) Supplier/Contractor shall notify the Procuring Entity once the items for delivery/shipment are ready for inspection by the PA-TIAC at the manufacturer's/supplier's facility.
- 2) The items to be delivered must be complete as specified in Section VI: Schedule of Requirements.
- 3) All incidental and related expenses relative to inspection particularly travel, board and lodging expenses 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 costs related to the testing, including the samples for random testing, shall be for the account of the bidder/supplier.
- 6) Item/s subject to destructive testing shall be included during delivery, but shall not be counted as part of the quantity being delivered.
- 7) In case of dispute/doubts arise on the side of the Supplier from the result of the "Failed" test of their goods, a formal letter may be submitted requesting for a re-test to PAPC within three (3) calendar days (<u>holidays and weekends included</u>) upon receipt of notice that they have failed in the test results.
- 8) Lapse of the 3-day filing of a request by the Supplier, the TIAC shall promptly issue a **NON-ACCEPTANCE CERTIFICATE** (Attn: PA TIAC) and they will no longer be allowed to deliver the goods at the final destination/delivery site.
- 9) A re-test (Attn: PA TIAC) to a government-accredited testing facility/center shall be conducted at the expense of the Supplier and the result of which shall be deemed final.
- 10) Failed test results from the 1st test or Re-Test shall prompt the TIAC to issue a **NON-ACCEPTANCE CERTIFICATE** (Attn: PA, TIAC) and the Supplier will no longer be allowed to deliver the goods at the final destination/delivery site.
- c. **Final Inspection and Acceptance** at the Delivery Site. Completeness and appropriateness of the delivered goods 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 Procuring Entity.
  - 1) Certificate of Final Acceptance by the TIAC
  - 2) Inspection and Acceptance Report by GS, PAO, PA or its FPAO in the delivery site.

	d. Non-Acceptance of Items - In case items are rejected, the Philippine Army Technical Inspection and Acceptance Committee (PA TIAC) shall issue a Certificate of Non-Acceptance on the cause of non-compliance of the item. A corresponding Notice of Non-Acceptance shall then be issued by the Philippine Army Procurement Center (PAPC) to the supplier further advising that the period for replacement of the defective item is within thirty (30) calendar days from receipt thereof. Supplier shall be allowed to replace rejected items only once at no cost to the Procuring Entity.  Once the allowable period of replacement exceeds, the contract shall be translated as a labellation of the defective for
	terminated. Supplier shall be subjected to blacklisting due to termination for default.
5.1	The warranty shall be covered by, either retention money in an amount equivalent to five percent (5%) of every progress payment, or a special bank guarantee equivalent to five percent (5%) of the Contract Price in favor of the Armed Forces of the Philippines. The Obligation for the warranty shall only be released after the lapse of the warranty period.
	The warranty period shall be <b>six (6) months</b> after acceptance by the Procuring Entity of the delivered Goods.
	The goods to be delivered must have been manufactured not more than six (6) months from the date of delivery.
5.2	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 Procuring Entity through the TIAC may invoke warranty claims for the Goods or any part thereof that fail to conform to the specifications within the warranty period. The Supplier shall either rectify or replace such defective Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity and shall inspect the rectified/replaced goods, at no cost to the Procuring Entity, upon giving notice pursuant to GCC Clause 5.2.

# Section VI. Schedule of Requirements

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

Description	Quantity	Delivery Period	<b>Delivery Place</b>
Mattress, Foam, Single	2,387 each	Within One Hundred Twenty (120)	GS Warehouse, 1LSG, Army Support Command, PA, Camp General Servillano Aquino, San Miguel, Tarlac City
	1,613 each	Calendar Days upon Receipt of NTP	GS Warehouse, 2LSG, ASCOM, PA, Camp General Arturo Enrile, Malagutay, Zamboanga City.

# Section VII. Technical Specifications

ARMY 2040: WORLD ASS. MULTI-MISSION READY. CROSS-DOMAIN CAPABLE.

# HEADQUARTERS PHILIPPINE ARMY OFFICE OF THE ARMY CHIEF QUARTERMASTER

Fort Andres Bonifacio, Taguig City

PA SPECIFICATION

QM SPEC NR OE-22MFS Amendment 1 AUG 1 5 2024 (Interim)

### MATTRESS FOAM, SINGLE

### GENERAL

- 1.1. Scope This specification covers an orthopedic type of mattress foam, single in one size only for use of the military personnel of the Philippine Army.
- 1.2. Grade The finished mattress foam, single shall conform to the quality and grade of product prescribed by this specification.
- 1.3. Size The size of the finished mattress foam, single shall be  $91.44 \pm 1$  cm wide by  $190.5 \pm 1$  cm long with a minimum thickness of 10.16 cm. The overall weight of the mattress foam to include cover and zipper shall not be less than 5.3 kg.

### 2. REQUIREMENTS

- 2.1. First Article Two (2) samples of the finished mattress foam, single shall be submitted to the Office of the Army Chief Quartermaster and shall be subjected to First Article Inspection in accordance with para 3.1.
- 2.2. Basic Material The following materials shall be used in the production of the Mattress:
- 2.2.1. Foam The foam to be used in the making of the mattress shall have the following requirements:

Core density, kg/m³ - 30 (minimum)
Hardness, N/314 cm² @ 25% IFD - 16 - 18
Tensile Strength, kPa - 140 (minimum)
Elongation, % - 420 (minimum)
Tearing Strength, N/m - 400 (minimum)
Resiliency, % - 45 (minimum)

2.2.2. Cloth Cover – The cloth cover to be used shall be polyester fabric, dark green (Pantone 5743 C Color/Code #3E4827) in color and shall conform to the following requirements:

Yarn Size, Denier

Warp - - - 360 (minimum) Filling - - - 600 (minimum)



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### PA SPECIFICATION

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(Interim)

Thread Count/2.54 cm

Warp - - - 65 (minimum) Filling - - - 30 (minimum)

Breaking Strength, kg/cm (Strip Method)

Warp - - - 120 (minimum) Filling - - - 60 (minimum)

Tearing Strength, kg/cm

Warp - - - - 10 (minimum) Filling - - - 9 (minimum)

Thickness, mm - - - 0.60 (minimum)
Weight, g/m2 - - - 220 (maximum)

Type of Weave - - - Twill

2.2.3. Zipper – The zipper shall be made of nylon, size 5, olive drab in color with a minimum length of 280 cm and shall conform to the following requirements:

Chain Crosswise Strength, kg - 45 (minimum) Holding Strength of Slider Lock, kg - 4 (minimum)

2.2.4. Thread – The thread to be used shall be nylon or polyester, olive drab in color, 2 ply (minimum) with a breaking strength of 2 kg (minimum).

### 2.3. Construction

- 2.3.1. Cutting The finished mattress foam shall be cut to conform with the design shown in the attached illustration. The whole part of the cloth cover shall be cut from one piece of material. The length of the cover shall be cut in the direction of the warp.
- 2.3.2. Sewing All stitches on seams of the cover shall be 4 to 5 stitches per cm. All seaming of the mattress cover shall be made by standards sewing machine to ensure uniformity and straightness of stitches. All ends of stitching shall be trimmed while loose threads, spots and blemishes shall be removed.
- 2.3.3. Zipper The zipper specified in para 2.2.3 shall be sewn as shown in the attached illustration.

### 2.4. Workmanship

2.4.1. Design – The finished mattress foam shall conform with the design as shown in the attached illustration.

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HONOR. PATRIOTISM. DUTY

PA SPECIFICATION

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- 2.4.2. Finish The finished mattress foam, single shall be clean, well-finished and free from any defects or blemishes which may affect its appearance or serviceability. Overall workmanship shall be the best known to the trade. Poor quality of materials, sewing and workmanship shall be sufficient ground for rejection of the finished article.
- 2.4.3. ARMY Marking The finished mattress foam shall have an "ARMY" marking printed at the center of the cloth cover applied using black waterproof paint, Stencil font, size 400.
- 2.4.4. Contractor's Label The finished mattress foam shall have a contractor's label printed on the right bottom portion of the cloth cover using black indelible ink, Arial font, size 20, as shown in the attached illustration.
- 2.4.4.1. Contents of Label The contractor's label shall consist of the following:

MATTRESS FOAM, SINGLE QM SPEC NR OE-22MFS Amendment 1 Name of Contractor: \_\_ Date Manufactured:

#### **VERIFICATION** 3.

First Article Inspection - The samples of the finished mattress foam, single submitted in accordance with para 2.1 shall be subjected to first article inspection and for approval as against the bid sample. The sample shall be subjected to tests and examination to verify if the requirements in para 2.2 to 2.4 are satisfied with reference to the attached test parameters and classification of defects for this document.

#### 3.2. Sampling

- 3.2.1. Samples of materials, components and other items shall be taken at random by the Technical Inspection and Acceptance Committee during delivery for the purpose of examination and test to determine compliance with the requirements of this specification, as agreed in the contract.
- Pre-production Sample Before actual production is commenced, 3.2.2. one (1) finished mattress foam shall be submitted to RDC, ASCOM, PA or any other reputable local or international testing center/laboratory for verification whether the quality of materials used conform with the requirements of this specification and one (1) finished mattress foam to the Office of the Army Chief Quartermaster for approval as to design, construction, workmanship, style and finish of the article.



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PA SPECIFICATION

QM SPEC NR OE-22MFS Amendment 1 AUG 1 5 2024]

(Interim)

### 4. QUALITY ASSURANCE PROVISIONS

- 4.1 Responsibility for Inspection Unless specified in the contract or purchase order, the contractor is responsible for the performance of all inspection requirements as specified herein. Except as otherwise specified in the contract or purchase order, the contractor may use his/her own or any other facilities suitable for the performance of the inspection requirements specified herein, unless disapproved by the Government. The Government reserves the right to perform any inspections set forth in specifications which are deemed necessary to assure that supplies and services conform to prescribed requirements.
- 4.2 Responsibility for Compliance All items must meet all requirements as stipulated under the Requirements provisions. The inspection set forth in this document shall become a part of the contractor's overall inspection system or quality program. The absence of any inspection requirements in the document shall not relieve the manufacturer of the responsibility of assuring that all products of supplies submitted to the government for acceptance shall comply with all requirements of the contract.
- 4.3 Responsibility for Dimensional Requirements Unless otherwise specified in the contract or purchase order, the contractor is responsible for assuring that all specified dimensions have been met. When dimensions cannot be examined on the end item, inspection shall be made at any point or at all points in the manufacturing process necessary to assure compliance with all dimensional requirements.
- 4.4 Bid Sample Two (2) bid samples of the finished mattress foam, single shall be submitted to RDC, ASCOM, PA or any other reputable local or international testing center/laboratory and another one (1) finished mattress foam, single to the Office of the Army Chief Quartermaster who shall determine the extent of compliance with the specification in so far as quality of materials used, workmanship, style and finish are concerned.

### 5. PACKAGING AND PACKING

- 5.1. Packaging The finished mattress foam, single shall be placed in a transparent/cellophane bag. The open end of the bag shall be sealed and/or folded and closed with a transparent tape.
- 5.2. Packing The packing of the finished mattress foam, single shall be in accordance with the best method currently being employed by the Contractor.



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### PA SPECIFICATION

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AUG 1 5 2024 (Interim)

### 6. NOTES

6.1. Any point not covered by this text shall be supported by the attached illustration which shall be followed in every detail.

Prepared by:

Recommended by:

EDGARDO C ESGUERRA JR Major (QMS) PA

Plans & Research Branch

REX BANJO BUMANGLAG Colone GSC (QMS) PA

Chief

Approved by:

M GALIDO Lieutenant General, PA Commanding General, PA

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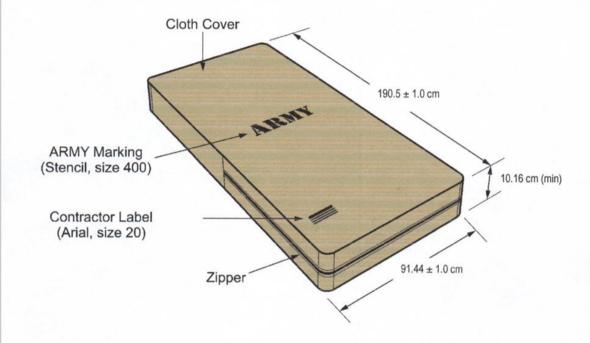


PA SPECIFICATION

QM SPEC NR OE-22MFS Amendment 1

AUG 1 5 2024 (Interim)

### MATTRESS FOAM, SINGLE



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# HEADQUARTERS PHILIPPINE ARMY OFFICE OF THE ARMY CHIEF QUARTERMASTER Fort Andres Bonifacio, Taguig City

### TEST AND EVALUATION PROCEDURE (TEP)

### MATTRESS FOAM, SINGLE QM SPEC NR OE-22MFS w/ amend 1 dated 15 Aug 2024

### A. POST QUALIFICATION INSPECTION

### SECTION 1 - GENERAL

- AUTHORITY: The Test and Evaluation (T&E) is being conducted in line with the provisions of the RA 9184.
- 2. OBJECTIVE: The objective of this T&E is to determine the responsiveness of the Bidder with the Lowest Calculated Bid (LCB) or Single Calculated Bid (SCB), as the case may be, to the technical specifications as endorsed by the Bids and Award Committee (BAC).
- SCOPE: This TEP will be conducted on the prototype samples of Mattress Foam, Single as submitted by the Bidder with LCB/SCB as part of the post qualifications procedure by the BAC.
- 4. METHODOLOGY: The tests shall include physical inspection and evaluation of test results, documents that will support the compliance of the Mattress Foam, Single to the specifications. Testing fees shall also be shouldered by the supplier.
- 5. POST QUALIFICATION CRITERIA: Post Qualification evaluation shall be based on Pass (P) or Fail (F) criteria. One (1) major and/or more than 9.9% of the total minor defect test points conducted shall be evaluated as "Failed".
- SAMPLES: Refer to the attached List of Required Sample/s of Mattress Foam, Single.

### SECTION 2 - PROCEDURES

### 1. PHYSICAL INSPECTION

1.1 Purpose: To determine the conformance of the physical characteristics of Mattress Foam, Single to the required specifications.

### 1.2 Procedures:

1.2.1 Submission of four (4) prototype samples from the authorized representative of the supplier to the Bids and Awards Committee (BAC).



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#### 2. TESTING

2.1 Purpose: To determine the conformance on the contractor on the Technical Specifications through required testing.

### 2.2 Procedures:

- 2.2.1 All tests shall be conducted at Research and Development Center (RDC), ASCOM, PA. However, the same may be conducted to any other reputable local or international testing center/laboratory for verification upon Certification is issued by the RDC that it cannot or is unable to conduct the test.
- 2.2.2 Upon submission of the prototype sample, it shall be sealed and signed by the PA TWG representative/s and authorized representative of the supplier and will be sent to RDC, ASCOM or to any other reputable local or international testing center/laboratory for verification together with the letter request signed by Chairperson, TWG.
- 2.2.3 RDC or any other reputable local or international testing center/laboratory for verification as applicable will conduct the required tests based on indicated Test Parameters.
- 2.2.4 RDC or any other reputable local or international testing center/laboratory for verification as applicable will issue a Post Qualification Test Report to the Chairperson, TWG for evaluation.
- 2.2.5 All incidental and related expenses relative to inspection particularly travel, board and lodging expenses shall be for the account of the Procuring Entity.
- 2.2.6 All costs related to the testing, including the samples for random testing, shall be for the account of the bidder/supplier.
- 2.2.7 In case of dispute/doubts arise on the side of the LCB/SCB from the result of the "Failed" test of their goods, a formal letter may be submitted requesting for a re-test to BAC within three (3) calendar days (holidays and weekends included) upon receipt of notice that they have failed in the test results. However, failure on the side of the bidder to submit such request on the prescribe period, the result of the test shall be deemed final.
- 2.2.8 Only one (1) re-test is allowed that shall be conducted to any other reputable local or international testing center/laboratory for verification at the expense of the bidder and the result of which shall be deemed final.

### 3. EVALUATION

3.1 Purpose: To determine the conformance of the contractor on the Technical Specifications through evaluation of the PQ Test Report.



HONOR. PATRIOTISM. DUTY

### 3.2 Procedures:

3.2.1 Technical Working Group (TWG) will evaluate the PQ Test

Report.

3.2.2 One (1) major and/or more than 9.9% of the total minor defect test points as per Test Evaluation Criteria of Mattress Foam, Single shall be evaluated as "Failed".

### B. PRE-SHIPMENT/PRE-DELIVERY INSPECTION

### SECTION 1 - GENERAL

- AUTHORITY: The procedure is being conducted in line with the provisions of the RA 9184.
- OBJECTIVE: The objective of this procedure is to determine the compliance to the technical specifications of the samples selected randomly.
- SCOPE: This procedure will be conducted only during PSI/PDI of Mattress Foam, Single.
- 4. METHODOLOGY: The tests shall include visual, physical, and testing of the sample items. All items selected for testing shall be replaced by the supplier. Testing shall also be conducted in any other reputable local or international testing center/laboratory for verification as applicable. Testing fees and all expenses related to PSI/PDI shall be shouldered by the supplier.
- 5. ACCEPTANCE CRITERIA: The rating that will be applied for this test will be based on Sampling Procedures and Tables for Inspection by Attributes - MIL STD 105E. Any major defect or more than 9.9% of the total minor test points found shall be a ground for non-acceptance of the delivery. Correction of defects shall be allowed based on the contract.
  - 6. SAMPLES: Sampling size as per MIL STD 105E.

SECTION 2 - PROCEDURES

### PHYSICAL/VISUAL INSPECTION

### 1.1 Purposes:

- 1.1.1 To determine the conformance of the physical characteristics of the Mattress Foam, Single to the required specifications prior to delivery.
  - 1.1.2 To determine completeness of quantity to be delivered.

### 1.2 Procedures:

1.2.1 Supplier/Contractor shall notify the Procuring Entity once the items for delivery/shipment are ready for inspection at the manufacturer's/supplier's facility.

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- 1.2.2 Check the completeness of the quantity of Mattress Foam, Single to be delivered based on the Schedule of Requirements.
- 1.2.3 Randomly select samples based on the lot size to be delivered.
- 1.2.4 The samples subject to destructive test shall be over and above the quantity to be delivered.
- 1.2.5 Conduct visual and physical inspection based on the visual inspection checklist for Mattress Foam, Single on randomly selected samples.
- 1.2.6 If the item passed on the visual inspection, select the required samples for testing to RDC or to any other reputable local or international testing center/laboratory for verification. The selected sample/s shall serve as reference of OACQM which shall be signed by inspector/s and the supplier representative.
- 1.2.7 Re-test is allowed in the event that the inspecting committee finds reservation/s on the initial test results. Procuring Entity reserves the right for one (1) retest if any of the TIAC members has a reservation. The retest shall be conducted within three (3) calendar days (holidays and weekends excluded) to any other reputable local or international testing center/laboratory for verification at the expense of the supplier and the result of which shall be deemed final.
- 1.2.8 For the re-test, contractor/supplier shall submit another one (1) prototype sample to any other reputable local or international testing center/laboratory for verification to be witnessed by the representative/s of the contractor/supplier and a representative of the Procuring Entity to ascertain that the test methods and evaluations are being executed in the same manner as stipulated in the specifications.
- 1.2.9 PSI/PDI team will issue PSI/PDI report not later than 15 calendar days (holidays and weekends included) after the inspection/testing of Mattress Foam, Single to be delivered.
- 1.2.10 All incidental and other expenses relative to inspection particularly travel, board and lodging expenses shall be for the account of the supplier. The samples shall be over and above the quantity to be delivered.
- 1.2.11 All costs related to the testing, including the samples for random testing, shall be for the account of the bidder/supplier.
- 1.2.12 In case of dispute/doubts arising from any proponent with reference to the result of "Failed" test of their goods, a formal letter may be submitted to PAPC requesting for a re-test within three (3) calendar days (holidays and weekends included) upon receipt of notice that they have failed in the test results. However, lapse of the 3-day filing for a request by the supplier, the TIAC shall promptly issue a NON-ACCEPTANCE CERTIFICATE and they shall no longer be allowed to deliver the goods at the final destination/delivery site.

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- 1.2.13 A re-test to any other reputable local or international testing center/laboratory for verification shall be conducted at the expense of the supplier and the result of which shall be deemed final.
- 1.2.14 Failed test results from the acceptance test or re-test shall prompt the TIAC to issue a NON-ACCEPTANCE CERTIFICATE and the supplier will no longer be allowed to deliver the goods at the final destination/delivery site.
- 1.2.15 Items for delivery at the final destination and samples for testing should be the same as the samples submitted during SOBE/Post-Qualification.

#### C. FINAL INSPECTION/ACCEPTANCE

#### SECTION 1 - GENERAL

- AUTHORITY: This procedure is being conducted in line with the provisions of the RA 9184.
- 2. OBJECTIVE: The objective of this procedure is to ensure the completeness of the items at the delivery site; to determine if the items delivered are the same from those that were inspected during Pre-delivery inspection and to determine its compliances to the required technical specifications.
- 3. SCOPE: This procedure will be conducted on the Mattress Foam, Single which were previously inspected during the Pre-Shipment Inspection (PSI)/ Pre-Delivery Inspection (PDI) at the final delivery place.
- 4. METHODOLOGY: The procedure will involve visual inspection and accounting of the completeness of the items delivered. Randomly select samples for testing to RDC or to any other reputable local or international testing center/laboratory for verification, as applicable/Re-Test if required and OACQM reference if PSI/PDI was not conducted.
  - 5. SAMPLES: One hundred percent (100%) of items delivered.

#### SECTION 2 - PROCEDURES

#### 1. PHYSICAL COUNT

1.1 Purpose: To determine the completeness of the items delivered, its consistency in terms of items inspected during Pre-Delivery Inspection vis-à-vis the actual Mattress Foam, Single delivered and physical state of the delivered items.

#### 1.2 Procedures:

- 1.2.1 Completeness of the quantity and appropriateness of the delivered Mattress Foam, Single shall be conducted by the Procuring Entity's representative at the delivery site. Expenses incurred related hereto particularly travel, board, and lodging expenses shall be borne by the Procuring Entity.
- 1.2.2 Visually inspect the selected samples for the physical state of delivered items based on the attached visual inspection checklist.



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1.2.3 In case the items are rejected, Philippine Army Technical Inspection and Acceptance Committee (PATIAC) shall issue Certificate of Non-Acceptance on the cause of non-compliance of the item. Philippine Army Procurement Center (PAPC) shall then issue a corresponding Notice of Non-Acceptance to the supplier further advising that the period for replacement of defective item is within thirty (30) calendar days from receipt thereof.

1.2.4 Once the allowable period of replacement exceeds and the supplier failed to replace the defective items, the same may be ground for the nonissuance of certificate of acceptance by the TIAC.

Prepared by:

Noted by:

EDGARDO C ESGUERRA JR Major (QMS) PA Plans & Research Branch

REX BANJO Q BUMANGLAG Colonel GŚC (QMS) PA Chief

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## HEADQUARTERS PHILIPPINE ARMY OFFICE OF THE CHIEF ARMY QUARTERMASTER Fort Andres Bonifacio, Taguig City

#### **TEST PARAMETERS**

#### MATTRESS FOAM, SINGLE

TEST PARAMETERS	QM SPEC NR OE-22MFS w/ amend 1 dated 15 Aug 2024				
Size of Finished Sample, cm					
Width	91.44 + 1				
Length	190.5 + 1				
Thickness	10.16 (minimum)				
Overall Weight, kg	5.3 (minimum)				
Basic Material					
Foam					
Core density, kg/m <sup>3</sup>	30 (minimum)				
Hardness, N/314 cm <sup>2</sup> @ 25% IFD	16 - 18				
Tensile strength, kPa	140 (minimum)				
Elongation, %	420 (minimum)				
Tearing strength, N/m	400 (minimum)				
Resiliency, %	45 (minimum)				
Cloth Cover	Shall be a polyester fabric				
Color	Dark Green Pantone 5743 C Color/Code #3E4827				
Yarn Size, Denier	Daily Grount anitone 3743 C COlUNCOUR #3E482/				
Warp	360 (minimum)				
Filling	600 (minimum)				
Thread Count/2.54 cm	ood (minintant)				
Warp	65 (minimum)				
Filling	30 (minimum)				
Breaking Strength, kg/cm (Strip	oo (minimum)				
Method)					
Warp	120 (minimum)				
Filling	60 (minimum)				
Tearing Strength, kg/cm	Villamoni,				
Warp	10 (minimum)				
Filling	9 (minimum)				
Thickness, mm	0.60 (minimum)				
Weight, g/m <sup>2</sup>	220 (maximum)				
Type of Weave	Twill				
Zipper	Shall be made of nylon				
Size	Nr 5				
Color	Olive Drab (OD)				
Length, cm	280 (minimu)				
Chain Crosswise Strength, kg	45 (minimum)				
Holding Strength of Slider Lock, kg	4 (minimum)				
Thread	Shall be nylon or polyester				
Color	Olive Drab (OD)				



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TEST PARAMETERS	QM SPEC NR OE-22MFS w/ amend 1 dated 15 Aug 2024					
No. of Ply	2 (minimum)					
Breaking Strength, kg	2 (minimum)					
Construction	- (minitum)					
Cutting	Shall be cut to conform with the design shown in the attached illustration.					
	The whole part of the cloth cover shall be cut from one piece of material.					
¥.	The length of the cover shall be cut in the direction of the warp.					
Sewing	Shall be 4 to 5 stitches per cm					
	Shall be made by standards sewing machine to insure uniformity and straightness of stitches.					
	All ends of stitching shall be trimmed while loose threads, spots and blemishes shall be removed.					
Zipper	Shall be sewn as shown in the attached illustration.					
Workmanship	and the state of t					
Design	Shall conform with the design as shown in the attached illustration					
Finish	Shall be clean, well finished and free from defects or blemishes which may affect its appearance or serviceability					
	Overall workmanship shall be the best known to the trade. Poor quality of materials, sewing and workmanship be sufficient ground for rejection of the finished article.					
Army Marking	Shall have an "ARMY" marking					
Location	Printed at the center of the cloth cover					
Color	Black					
Type of Paint	Waterproof Paint					
Type and Size of Letterings	Stencil Font, size 400					
Constructor's Label	Shall have a constructor's label					
Location	Printed on the right bottom portion of the cloth cover					
Color	Black					
Type of Paint	Indelible Ink					
Type and Size of Letterings	Arial Font, size 20					
Contents of Label	MATTRESS FOAM, SINGLE QM SPEC NR OE-22MFS Amendment 1					
	Name of Contractor: Date Manufacture:					

Prepared by:

EDGARDO

Major (QMS) Plans & Research Branch

Noted by:

REX BANJO Q BUMANGLAG Colonel GSC (QMS) PA Chief

Page 2 of 2 HONOR. PATRIOTISM. DUTY.



## HEADQUARTERS PHILIPPINE ARMY OFFICE OF THE ARMY CHIEF QUARTERMASTER Fort Andres Bonifacio, Taguig City

#### MATTRESS FOAM, SINGLE QM SPEC NR OE-22MFS w/ amend 1 dtd 15 Aug 2024

### LIST OF REQUIRED PROTOTYPE SAMPLES AND SWATCH MATERIALS FOR TESTING

#### 1. FOR POST QUALIFICATION TEST

#### PROTOTYPE SAMPLES

RDC - Three (3) each of Mattress Foam, Single

OACQM - One (1) each of Mattress Foam, Single

#### SWATCH MATERIALS (Minimum requirements)

Cloth cover	One (1) meter				
Thread	10 meters				
Zipper	Three (3) each 50 centimeters				

#### 2. FOR ACCEPTANCE TEST

Four (4) each of Mattress Foam, Single - Picked at random from delivery

Prepared by:

EDGARDO C ESGUERRA JR Major (QMS) PA

Plans & Research Branch

Noted by:

REX BANJO BUMANGLAG Colonel GSC (QMS) PA

Chief

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## HEADQUARTERS PHILIPPINE ARMY OFFICE OF THE ARMY CHIEF QUARTERMASTER Fort Andres Bonifacio, Taguig City

MATTRESS FOAM, SINGLE QM SPEC NR OE-22MFS w/ amend 1 dtd 15 Aug 2024

#### VISUAL INSPECTION CHECKLIST

DESCRIPTION OF DEFECTS	CLASIFICATION OF DEFECTS
Packaging and Packing:	3, 33, 33, 33, 33
Each Mattress Foam, Single shall have plastic cover for protection in rust	Major
Presence of stains, foreign matter and other defects	iviajor
Affecting appearance	Major
b. Does not affect appearance	Minor
Missing ARMY markings	Major
4. Missing contractor's label: Manufacturer's standard and as appropriate	Major
5. Cloth cover is not Dark Green in color	Major

Prepared by:

EDGARDO C ESGUERRA JR Major (QMS) PA Plans & Research Branch Recommend Approval:

REX BANGO Q BUMANGLAG Colonel GSC (QMS) PA Chief

atr

Page 1 of 1 HONOR. PATRIOTISM. DUTY.



## Section VIII. Checklist of Technical and Financial Documents

I. TE	CHNICAL COMPONENT ENVELOPE
	Class "A" Documents
TAB	Legal Documents
A	Valid and updated PhilGEPS Registration Certificate (Platinum Membership) in accordance with Section 8.5.2 of the revised IRR of RA No. 9184 (updated 19 July 2024) and GPPB Resolution 15 - 2021 dated 14 October 2021.
	Technical Documents
В	Duly signed <b>Statement of the prospective bidder of all its ongoing government and private contracts</b> , including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid. <b>(Annex 1)</b>
	*The bidder may make a reservation under oath in a notarized document not to disclose the name of its client on the ground of an existing confidentiality agreement but must disclose the amount, status, kind of goods, and name of the project for purposes of validating the NFCC, subject to the full disclosure during post-qualification. In this connection, the bidder may keep the name of the client from the statement of ongoing contracts.
С	Statement of the bidder's <b>Single Largest Completed Contract (SLCC)</b> of similar nature within the last <b>five (5) years</b> from the date of the Receipt and Opening of Bid Envelope.  Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder
	shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to at least fifty percent (50%) of the ABC (Non expendable Supplies).
	* For this project, "similar contract or project" shall pertain to the Supply and Delivery of any military supplies and paraphernalia.
	Financial Documents
D	The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) (Annex 3-A); or
	A Committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation (Annex 3-B).
	* Should the bidder opt to submit NFCC, computation must be at least equal to the ABC to be bid, calculated as follows.  NFCC = [(Current assets minus current liabilities) (15)] minus the value of all ongoing contracts, including awarded contracts yet to be started.
	* The values of the domestic bidder's current assets and current liabilities shall be based on the latest Annual Income Tax Return and Audited Financial Statements

filed thru eFPS. \* For foreign bidders, the value of the current assets and current liabilities shall be based on their latest Audited Financial Statements (AFS) prepared in accordance with international reporting standards. The NFCC computation shall be expressed in Philippine Peso based on the prevailing exchange rate as published in the BSP reference rate bulletin on the date of preparation of the AFS. \* If the prospective bidder opts to submit a Committed Line of Credit, it must be at least equal to ten percent (10%) of the ABC of the project issued by local universal or commercial bank. The amount of Committed Line of Credit must be Machine Validated. Class "B" Documents Duly signed Joint Venture Agreement (JVA) in case the joint venture is already E in existence; or In the absence of a JVA, duly Notarized Statement/s from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful. Failure to enter into a joint venture in the event of a contract award shall be ground for the forfeiture of the bid security; or In case JVA is not applicable, the bidder must submit a duly signed **Statement** stating that JVA is not applicable in lieu of the foregoing (Annex 4). \*Note: The JVA should be specific to the project including the purpose and all supporting documents related thereto. F Bid security in the prescribed form, amount and validity period; or a Notarized **Bid Securing Declaration (Annex 5).** G Conformity with the Schedule of Requirements (Annex 6-A). Duly signed statement of compliance to Technical Specifications and Test and Evaluation Procedures (Annex 6-B). Warranty Undertaking (Annex 6-C). Certificate of Replacement for Defective Items (Annex 6-D). Prototype samples (Prototype Samples and Swatch Materials for Testing as per the Test and Evaluation Procedure of Mattress, Foam, Single with QM SPEC NR OE- 22MFS w/ amend 1 dtd 15 Aug 2024) (Annex 6-E) \*Note: Failure to pay the testing fee within two (2) calendar days from notice (which can be via email, call, or text) shall be tantamount to non-compliance with this requirement and shall be a ground for disqualification. Н Certificate from Armed Forces of the Philippines Procurement Service (AFPPS) that the Bidder is **not Blacklisted and has no overdue delivery**; **or** In the absence of the said Certificate, the Bidder shall submit a proof of application of the same stamped received by AFPPS if manually filed, or acknowledged received by the AFPPS through its official email address:afppsthree@gmail.com if electronically filed.

#### \*Note:

- In case of Joint Venture, each JV partner shall submit the Certificate.
- I Notarized Omnibus Sworn Statement (Annex 7).
- J Proof of Authority of the designated representative/s for purposes of the bidding

#### For Local Bidder:

- 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.

#### For Foreign Bidder:

- a. Valid and Current Written Appointment of the Philippine based company (as local representative of foreign manufacturer) issued by the foreign bidder. The written appointment must include detailed scope of responsibility of the local representative. A Certified True Copy of the Written Appointment may be submitted subject to the presentation of the original document during post qualification; AND
- b. Duly Notarized authorization of the duly registered Philippine-based company representative (e.g. Secretary's Certificate for Corporation, Special Power of Attorney for Sole Proprietor) with specimen signature of the authorized representative to transact with PA/AFP including address, telephone number, mobile phone number, and email address;

OR

c. In case the authorized local representative is an individual (citizen of the Philippines), a Valid and Current Written Appointment of the said individual as the local representative issued by the foreign bidder must be submitted. The written appointment must include detailed scope of responsibility of the local representative with specimen signature of the authorized representative to transact with PA/AFP, including address, telephone number, mobile phone number, and email address. A Certified True Copy of the Written Appointment may be submitted subject to the presentation of the original document during post qualification.

II. FIN	ANCIAL COMPONENT ENVELOPE
<u>TAB</u>	Financial Documents
A	Bid Form for the Procurement of Goods (Annex 8-A)  Duly signed and accomplished Financial Bid Form (Annex 8-B)
В	Duly signed and accomplished Price Schedule(s) (Annex 9)

## **Bidding Forms**

Bidding Forms	Annex Nr
Statement of All On-going Government and Private Contracts including Contracts Awarded but not yet started, if any.	Annex 1
Statement of Single Largest Similar Completed Contract within the last five (5) years from date of submission and receipt of bids equivalent to at least fifty (50%) of the ABC	Annex 2
Certificate of Net Financial Contracting Capacity (NFCC)	Annex 3-A
Sample Form for Committed Line of Credit	Annex 3-B
Statement that JVA is not applicable	Annex 4
Bid Securing Declaration	Annex 5
Conformity with the Schedule of Requirements	Annex 6-A
Duly signed statement of compliance to Technical Specifications and Test and Evaluation Procedures	Annex 6-B
Warranty Undertaking	Annex 6-C
Certificate of Replacement for Defective Items	Annex 6-D
Omnibus Sworn Statement	Annex 7
Bid Form for the Procurement of Goods	Annex 8-A
Duly signed and Accomplished Financial Bid Form	Annex 8-B
Bid Prices and applicable Price Schedules	Annex 9

#### Annex 1

Purchase

Value of

#### (COMPANY LETTERHEAD)

# Procurement of 4,000 each Mattress, Foam, Single Bid Ref. No. QM PABAC1 078-24 Approved Budget Contract: PhP11,000,000.00

Statement of **All On-going Government and Private Contracts** including Contracts Awarded but not yet started, if any. In case the supplier has no on-going government or private contract, indicate none on the space provided.

1. All On-going Government Contracts

Name Contract	of	Date of Contract	Kinds of Goods	Value of Contract	Status of Contract	Date of Delivery	Order, Notice to Proceed or Contract	Outstanding Contract	
TOTAL									
Total Value of Outstanding Contract:  2. All On-going Private Contracts									
Name Contract	of	Date of Contract	Kinds of Goods	Value of Contract	Status of Contract	Date of Delivery	Purchase Order, Notice to Proceed or Contract	Value of Outstanding Contract	
TOTAL									
	Total	Value of O	utstanding Cont	ract:	CORRECT:			-	
			Name & S	ignature of Au	thorized Repres	_ entative			

Position

Date

#### Annex 2

#### (Company Letterhead)

# Procurement of 4,000 each Mattress, Foam, Single Bid Ref. No. QM PABAC1 078-24 Approved Budget Contract: PhP11,000,000.00

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

Name of Contract	Date of Contract	Kinds of Goods	Value of Contract	Date of Delivery	End-User's Acceptance or Official Receipts			
CERTIFIED CORRECT:  Name & Signature of Authorized Representative								

Position

Date

#### CERTIFICATE OF NET FINANCIAL CONTRACTING CAPACITY

(Please show figures at how you arrived at the NFCC)

	t our <b>Net Financial Contracting Capacity (NFCC)</b> is(P) which is at least equal to the total ceiling
price we are bidding.	
The amount is computed	as follows: NFCC= (CA-CL) (K)-C
ongoing co	
Issued this day o	of, 2024.
	CERTIFIED CORRECT:
Name & S	Signature of Authorized Representative
	Position
	 Date

Annex 3-B

## (Name of Bank) COMMITTED LINE OF CREDIT

Date:	
ARMED FORCES OF THE PHILIPF OFFICE OF THE PHILIPPINE AI Fort Andres Bonifacio, Metro Man	RMY BIDS AND AWARDS COMMITTEE
PROJECT COMPANY/FIRM ADDRESS BANK/FINANCING INSTITUTION ADDRESS AMOUNT	
indicated above, commits to provide above-mentioned Contract, a credit	the (Supplier/Distributor/Manufacturer), if awarded the line in the amount specified above which shall be rmance of the above-mentioned contract subject to our
	ailable on the date of the submission of bid by the and such line of credit shall be maintained until the r.
in connection with the bidding requ	ned in favor of said (Supplier/Distributor/Manufacturer) irement of (Name of Procuring Entity) for the above- nat any false statements issued by us make us liable for
	t cannot be terminated or cancelled without the prior F THE PHILIPPINE ARMY BIDS AND AWARDS
Name and Signature of Authorized Fi	nancing Institution Office
Official Designation	
Concurred By:	
Name & Signature of (Supplier/Distri	butor/Manufacturer's) Authorized Representative
Official Designation	

	SUBSCRIBEI at							day of competent Evidence of
identity	as defined by	the 2004	Rules on 1	Notari	al Practice	(A.M.	No.	02-8-13-SC), issued on
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#### Annex 4

#### (Company Letterhead)

# Procurement of 4,000 each Mattress, Foam, Single Bid Ref. No. QM PABAC1 078-24 Approved Budget Contract: PhP11,000,000.00

	certify that				_	participa	ting
without a joint project)	venture par	tner in	the procu	rement of	f	(name	<u>of</u>
·	undersigned a	_	es that Jo	int Ventu	re Agreer	nent is	Not
<b>Applicable</b> for the a	ibove mentioned	project.					
	Cl	ERTIFIED	CORRECT	<b>':</b>			
	Name & Sign	ature of Au	thorized De	nvasantativ	_		
	Sign			presentativ	- -		
		Posit					
		Da	te				

		Annex 5
Name of Project: Public Bidding Nr: ABC:		
	BID-SECURING DECLARATION	
REPUBLIC OF THE P		
BID-SECURING DEC Invitation to Bid/Reque	CLARATION est for Expression of Interest No. 1: (Insert refer	rence number)
To: (Insert name and a	address of the Procuring Entity)	
I/We, the undersigned,	declare that:	
	nd that, according to your conditions, bids must e in the form of a Bid-Securing Declaration.	t be supported by a Bid
contract with any pro Blacklisting Order; and Guidelines on the Use the written demand be enforcement of the bid	nat: (a) I/We will be automatically disqualified ocuring entity for a period of two (2) years d (b) I/We will pay the applicable fine provided of Bid Securing Declarations, within fifteen (1) by the procuring entity for the commission of disecuring declaration under Sections 23.1 (b) RR of RA 9184; without prejudice to other legal	upon receipt of your d under Section 6 of the 5) days from receipt of of acts resulting to the b), 34.2, 40.1 and 69.1,
3. I/We understand following circumstance	nd that this Bid-Securing Declaration shall cees:	ease to be valid on the
request; b) I am/we are descent effect, and (i) I/W waiver to avail of said to c) I am/were dec	clared as the bidder with the Lowest Calcud Responsive Bids, and I/We have furnished the	ceipt of your notice to tion or (ii) I/We filed a ulated and Responsive

NAME OF BIDDERS AUTHORIZED REPRESENTATIVE

IN WITNESS WHEREOF, I/We hereunto set my/our hand/s this \_\_\_\_\_ day of

(Month) (Year) at (Place of Execution).

## (Insert signatory's legal capacity) AFFIANT

identity	SUBSCRIBEDat / as defined by the	, Philippines	. Affiant ex	xhibited to	me his/her	competent	
		at		·			
					NOTARY	PUBLIC	
Doc No Page N Book N Series o	To:						

#### Annex 6-A

#### **SCHEDULE OF REQUIREMENTS**

Procurement of 4,000 each
Mattress, Foam, Single
Bid Ref. No. QM PABAC1 078-24
Approved Budget Contract: PhP11,000,000.00

	TO THE BIDDER: Indicate "COMPLY" If proposal meets the technical specifications and project requirements. DO NOT LEAVE ANY BLANK. A "YES OR NO" ENTRY WILL NOT BE ACCEPTED. FAILURE TO CONFORM WILL RESULT IN A RATING OF "FAILED"				
Description	Quantity	Delivery Period	Delivery Place	Bidders Proposal	
Mattress, Foam, Single	2,387 each	Within One Hundred Twenty (120) Calendar Days upon Receipt of	GS Warehouse, 1LSG, Army Support Command, PA, Camp General Servillano Aquino, San Miguel, Tarlac City		
	1,613 each	NTP	GS Warehouse, 2LSG, ASCOM, PA, Camp General Arturo Enrile, Malagutay, Zamboanga City.		

# CERTIFIED CORRECT: Name & Signature of Authorized Representative Position Date

#### Annex 6-B

#### COMPLIANCE TO TECHNICAL SPECIFICATION

# Procurement of 4,000 each Mattress, Foam, Single Bid Ref. No. QM PABAC1 078-24 Approved Budget Contract: PhP11,000,000.00

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

Quantity/Item Description	Required Technical Specifications/Test Parameters	Bidder's Proposal
4,000 each Mattress, Foam, Single	QM SPEC NR OE –22MFS w/ amend 1 dtd 15 Aug 2024	

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

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

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

	Name of Company
S	ignature of Company Representative
	Name & Designation
	 Date

#### Annex 6-C

(Bidder's Company Letterhead)

#### **WARRANTY UNDERTAKING**

Procurement of 4,000 each
Mattress, Foam, Single
Bid Ref. No. QM PABAC1 078-24
Approved Budget Contract: PhP11,000,000.00

	I/We,	(Name)	,	(Title/Capad	city)	, the dul	y authorized	representative	0
(Comp	any/Bidder)	, ,	hereby coi	nmits that sh	ould we	be awarde	ed the contra	act, we will issu	e a
Warrar	nty Certifica							from date of fi	
accept	ance.				. ,		. ,		
		ertaking sha	II form part	of the Techn	iical Rec	quirements	for the afor	esaid procurem	ent
project									
			Signature	of Compan	y Repre	esentative			
			N	Name & Des	signation	n			
			-	Date		-			
				Daic	,				

Annex 6-D

(Bidder's Company Letterhead)

## CERTIFICATE OF REPLACEMENT FOR DEFECTIVE ITEMS

Procurement of 4,000 each
Mattress, Foam, Single
Bid Ref. No. QM PABAC1 078-24
Approved Budget Contract: PhP11,000,000.00

I/We, (Name), (Title	e/Capacity) , the duly authorized representative of
• • • • • • • • • • • • • • • • • • • •	that should we be awarded the contract, we will replace
· · ·	lar days upon receipt of Notice of Defects from the
Philippine Army.	
Supplier further certifies that the good	ds to be delivered have been manufactured not more
than six (6) months from the date of delivery.	
•	Technical Requirements for the aforesaid procurement
project.	
Issued thisday of 202	4 in . Philippines
Name of Company (Bidder)	Full Name of Authorized Representative
raine of company (Blader)	Tail Name of Nathon264 Representative
Address	Signature of Authorized Representative
Tel. No./Fax	E-mail Address
101110111011	=

Annex 7

#### **Omnibus Sworn Statement (Revised)**

[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES )	
CITY/MUNICIPALITY OF )	) S.S.
) — ( )	5.5.

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:

**AFFIDAVIT** 

1. [Select one, delete the other:]

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

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

2. [Select one, delete the other:]

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

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

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

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

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

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

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

- 7. [Name of Bidder] complies with existing labor laws and standards; and
- 8. [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
  - a. Carefully examining all of the Bidding Documents;
  - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
  - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
- 9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
- 10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government

## of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

/	[Jurat]  [Format shall be based on the latest Rules on Notarial Practice]
	SS WHEREOF, I have hereunto set my hand this day of, 20_ , Philippines.
	Bidder's Representative/Authorized Signatory
at	RIBED AND SWORN TO BEFORE ME thisday of, Philippines. Affiant exhibited to me his/her competent Evidence of med by the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC), issued of at
	NOTARY PUBLIC
Doc No: Page No: Book No: Series of:	

Annex 8-A

#### **Bid Form for the Procurement of Goods**

[shall be submitted with the Bid]

	BID FORM	
	Date:	
	Project Identification No.:	
To: [name and address of Procuring	Entity]	

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to [supply/deliver/perform] [description of the Goods in conformity with the said PBDs for the sum of Itotal 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:

Name and address Amount and Purpose

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

[Insert this paragraph if Foreign-Assisted Project with the Development Partner: Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

of agent Currency Commission or gratuity	
(if none, state "None") <i>]</i>	

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

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

you may receive.
We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.
The undersigned is authorized to submit the bid on behalf of [name of the bidder] asevidenced by the attached [state the written authority].
We acknowledge that failure to sign each and every page of this Bid Form, including theattached 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 8-B

(Bidder's Company Letterhead)

Procurement of 4,000 each
Mattress, Foam, Single
Bid Ref. No. QM PABAC1 078-24
Approved Budget Contract: PhP11,000,000.00

#### **FINANCIAL BID FORM**

Description	Qty	AB	C Price	Bidder's Proposal		
•		U/P	Total Price	U/P	Total Price	
Mattress, Foam, Single	4,000 each	PhP2,750.00	PhP11,000,000.00			
TOTAL BID PRICE						
Total Bid Price (Amount in	Words):					
		BIDDER'S UI	NDERTAKING			
I/We, the undersigned bidde OFFER to (supply/deliver/pe	rform) the abov	e-described item	os.			
I/We undertake, if our bid is bid documents, including the Notice of Award.						
Until a formal contract/order	confirmation is	prepared and sig	gned, this Bid is bindir	g on us.		
		Name of Com	pany (in print)			
	Sign	nature of Comp	any Representative			
	<del>-</del> .	Name & Desig	nation (in print)			
		D	ate			

Annex 9 FORM NO. 1

(Bidder's Company Letterhead)

# Procurement of 4,000 each Mattress, Foam, Single Bid Ref. No. QM PABAC1 078-24 Approved Budget Contract: PhP11,000,000.00

#### For Goods Offered From Abroad

Name of Bidder					Invitation to Bid <sup>1</sup> NumberPage 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 applicable.	e partic	ular c	olumn is not ap	 plicable ind	icate <b>dash</b> (	(-) or zero	( <b>0)</b> , as	
[signature]					[in the capacity of]				
[	Ouly author	rized to	sign E	Bid for and					

<sup>&</sup>lt;sup>1</sup> If ADB, JICA and WB funded projects, use IFB.

Annex 9
FORM NO. 2

(Bidder's Company Letterhead)

# Procurement of 4,000 each Mattress, Foam, Single Bid Ref. No. QM PABAC1 078-24 Approved Budget Contract: PhP11,000,000.00

#### For Goods Offered From Within the Philippines

Name of Bidder \_\_\_\_\_\_.Invitation to Bid<sup>2</sup> Number \_.Page \_ of \_\_\_\_.

	2	3	4	5	6	7	8	9	10	
Item	Descriptio n	Country of origin	Quantity	Unit price EXWper item	Transportati on 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)	
	applicable		ilculai C	olullili 15 li	ют аррпса	pie iliuica	e uasii (=	) or zero ((	n, as	
		[signature]				[in the capacity of]				
		[sigr	naturej			-				
	Dulv auth		_	Bid for and	on behalf c	_				
	Duly auth		_	Bid for and	on behalf c	_				
	Duly auth		_	Bid for and o	on behalf c	_				
	Duly auth		_	Bid for and o	on behalf c	_				
	Duly auth		_	Bid for and o	on behalf c	_				

<sup>2</sup> If ADB, JICA and WB funded projects, use IFB.

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