



HEADQUARTERS
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 137,000 each
Philippine Army Pattern (PHILARPAT)
Battle Dress Uniform (BDU) 2 with Ball
Cap**

QM PABAC1 082-24

ABC: PhP479,500,000.00

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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 Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB –Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

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

INVITATION TO BID FOR THE PROCUREMENT OF 137,000 EACH PHILIPPINE ARMY PATTERN (PHILARPAT) BATTLE DRESS UNIFORM (BDU) 2 WITH BALL CAP

1. The Philippine Army, through the Philippine Army Appropriation CY 2024 with Certification from G10, PA dated 24 September 2024 and ASA Number 2200-2024-0496 dated 20 September 2024 valid until 31 December 2024, intends to apply the sum of Four Hundred Seventy-Nine Million Five Hundred Thousand Pesos (PhP479,500,000.00) being the ABC to payments under the contract for the Procurement of 137,000 sets Philippine Army Pattern (PHILARPAT) Battle Dress Uniform (BDU) 2 with Ball Cap under QM PABAC1 082-24. 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 **Forty-Five (45) 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 manufacturers, 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 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 Fifty Thousand Pesos (PhP50,000.00). 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, 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 BAC Secretariat through manual submission at the office address indicated below, on or before the date of submission. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.
9. Bid opening shall be on the date as specified below and at the given address below and/or through video conferencing or webcasting. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

The schedule of the bidding activities shall be as follows:

ACTIVITIES	TIME and DATE	VENUE
1. Sale and Issuance of Bidding Documents	8:00AM to 4:00PM Mondays to Fridays only starting on October 14, 2024	Office of the PABAC1, Fort Andres Bonifacio, Taguig City
2. Pre-Bid Conference	21 October 2024 at 1:030 P.M. (Mon)	
3. Submission of Bids	On or before November 4, 2024 at 1:30 P.M. (Mon)	
4. Opening of Bids and Evaluation	November 4, 2024 at 1:30 P.M. (Mon) onwards	

10. The Philippine Army reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

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
Fort Andres Bonifacio, Taguig City

BGEN JESUS JEFFREY F GRAPA 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: _____

Signed
BGEN JESUS JEFFREY F GRAPA PA
PABAC1 Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, Philippine Army wishes to receive Bids for the **137,000 sets Philippine Army Pattern (PHILARPAT) Battle Dress Uniform (BDU) 2 with Ball Cap under QM PABAC1 082-24.**

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 **Four Hundred Seventy-Nine Million Five Hundred Thousand Pesos (PhP479,500,000.00).**

2.2. The source of funding is: Government Appropriation Act (GAA) 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 twenty-five percent (25%) of the ABC (Expendable Supplies)
- 5.5. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

The 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 Peso**.

14. Bid Security

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

- 14.2. The Bid and bid security shall be valid 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 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	
5.2 and 5.3	<p>Bidder must be eligible manufacturer(s)</p> <p>Foreign ownership exceeding those allowed under the rules may participate pursuant to: 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; 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; When the Goods sought to be procured are not available from local suppliers; or When there is a need to prevent situations that defeat competition or restrain trade.</p> <p>Filipino citizen/sole proprietorships; 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; 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; Cooperatives duly organized under the laws of the Philippines; or 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.</p>
5.4	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> a. Supply and Delivery of any sewn items; 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	<p>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.</p> <p>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).</p> <p>In case of a Joint Venture, each JV partner shall submit the required Legal Documents.</p>
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 10FSSU, ASCOM, PA, Camp Evangelista, Brgy Patag, Cagayan De Oro City in the

	applicable International Commercial Terms (INCOTERMS) for this Project. (Locally Manufactured = No INCOTERMS;																		
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p>a. The amount of not less than Php9,590,000.00 [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</p> <p>b. The amount of not less than Php23,975,000.00 [five percent (5%) of the ABC], if bid security is in Surety Bond.</p> <p>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.</p>																		
15	<p>Each Bidder shall submit one (1) original and two (2) photocopies of the first and second components of its bid with proper tabbing.</p> <p>Note:</p> <ul style="list-style-type: none"> Unsealed and unsigned Bid Envelope and failure to submit the required original copy shall be grounds for disqualification. 																		
19.3	<p>The Project shall be awarded as one contract.</p> <table border="1" data-bbox="343 1122 1401 1312"> <thead> <tr> <th>Description</th> <th>Qty</th> <th>Unit</th> <th>U/P</th> <th>ABC</th> <th>End User</th> </tr> </thead> <tbody> <tr> <td>Philippine Army Pattern (PHILARPAT) Battle Dress Uniform (BDU) 2 with Ball Cap</td> <td>137,000</td> <td>set</td> <td>3,500.00</td> <td>479,500,000.00</td> <td>OG1, PA</td> </tr> </tbody> </table>	Description	Qty	Unit	U/P	ABC	End User	Philippine Army Pattern (PHILARPAT) Battle Dress Uniform (BDU) 2 with Ball Cap	137,000	set	3,500.00	479,500,000.00	OG1, PA						
Description	Qty	Unit	U/P	ABC	End User														
Philippine Army Pattern (PHILARPAT) Battle Dress Uniform (BDU) 2 with Ball Cap	137,000	set	3,500.00	479,500,000.00	OG1, PA														
20.2	<p>Post-Qualification Requirements:</p> <table border="1" data-bbox="343 1386 1358 2049"> <thead> <tr> <th>TAB</th> <th>Additional Post Qualification Requirements</th> <th>Legal Basis</th> </tr> </thead> <tbody> <tr> <td>A</td> <td>Registration Certificate from Securities and Exchange Commission (SEC) for corporations, Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document</td> <td>2016 Revised IRR of RA No 9184</td> </tr> <tr> <td>B</td> <td>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</td> <td>2016 Revised IRR of RA No 9184</td> </tr> <tr> <td>C</td> <td>Tax Clearance Certificate per Executive Order 398, Series of 2005</td> <td>2016 Revised IRR of RA No 9184</td> </tr> <tr> <td>D</td> <td>Latest Income and Business Tax Returns filed and paid through the BIR Electronic Filing and Payment System (eFPS). The latest income and business tax returns are those within the last six (6) months preceding the date of bid submission.</td> <td>2016 Revised IRR of RA No 9184</td> </tr> <tr> <td>E</td> <td>Latest Audited Financial Statement showing, among others, the prospective bidder's total and current</td> <td>2016 Revised IRR of RA No 9184</td> </tr> </tbody> </table>	TAB	Additional Post Qualification Requirements	Legal Basis	A	Registration Certificate from Securities and Exchange Commission (SEC) for corporations, Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document	2016 Revised IRR of RA No 9184	B	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 Revised IRR of RA No 9184	C	Tax Clearance Certificate per Executive Order 398, Series of 2005	2016 Revised IRR of RA No 9184	D	Latest Income and Business Tax Returns filed and paid through the BIR Electronic Filing and Payment System (eFPS). The latest income and business tax returns are those within the last six (6) months preceding the date of bid submission.	2016 Revised IRR of RA No 9184	E	Latest Audited Financial Statement showing, among others, the prospective bidder's total and current	2016 Revised IRR of RA No 9184
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E	Latest Audited Financial Statement showing, among others, the prospective bidder's total and current	2016 Revised IRR of RA No 9184																	

	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.	
F	Submitted Prototype samples and swatch materials for testing during SOBE will be the final sample Submit proof of payment of the testing fee	List of Required Prototype Samples and Swatch Materials for Testing for Philippine Army Pattern (PHILARPAT) Battle Dress Uniform (BDU) 2 with Ball Cap under QM SPEC NR IC-21PAPBDU2 dated 02 September 2024 (Interim)
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
H	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	2016 Revised IRR of RA No 9184

	Completed Contract per submitted Annex 2	
J	Company Profile: Organization, Affiliated Companies, and Production Capability (Annex 11) *Note: The production capability should show that the manufacturer can accommodate the project with respect to the quantity and timeline.	
K	Vicinity map/location of the business	
L	Undertaking that the Goods/Items to be supplied must be manufactured within six (6) months prior to delivery (Annex 10)	
M	Undertaking to Deliver the goods to the Final Delivery Place (Annex 12)	

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	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>For Goods supplied from abroad:</i> “The delivery terms applicable to the Contract is DDP delivered at GS Warehouse, 1LSG, Army Support Command, PA, Camp General Servillano Aquino, San Miguel, Tarlac City and 10FSSU, ASCOM, PA, Camp Evangelista, Brgy Patag, Cagayan De Oro City in accordance with INCOTERMS.”</p> <p><i>For Goods supplied from within the Philippines:</i> “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 10FSSU, ASCOM, PA, Camp Evangelista, Brgy Patag, Cagayan De Oro 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.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is: PA TIAC, APAO PA, and G10, PA.</p> <p>Incidental Services –(if applicable)</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

	<p>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.</p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>
	<p>Packaging</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked as specified in Section 5. Packaging and Packing of the Technical Specification for this Project.</p> <p>Goods/Items should be delivered with standard-size pallets. Stacking should be in accordance with manufacturer’s standard.</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>

	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment, the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers, risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p>Payment shall be made by Check for local Supplier, or through irrevocable Letter of Credit (LC) in case of foreign supplier/manufacturer.</p> <p>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:</p> <ol style="list-style-type: none"> 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: Seventy-Five (75) calendar days from issue date of the L/C g. The terms of payment shall be as follows: "Partial Payment" be made to the

	<p>supplier at the time of partial delivery and 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:</p> <ol style="list-style-type: none"> 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. Manufacturer's and/or Supplier's Affidavit of Undertaking for defective items, Undertaking on Manufacturing Date, Undertaking to deliver the goods to the Final Delivery Place; 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).
<p>3</p>	<p>If the Performance Security is in the form of a Surety Bond, it must be in the name of the Philippine Army/AFP, and its validity must be until the issuance by the Procuring Entity of the Certificate of Final Acceptance. The Surety Bond must be duly notarized and signed by the Supplier's authorized representative indicating therein his/her full name.</p>
<p>4</p>	<p>The inspections and tests that will be conducted are:</p> <ol style="list-style-type: none"> a. Post-Qualification 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. <p style="margin-left: 40px;">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-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.</p> <p style="margin-left: 40px;">All costs related to the testing, including the samples for random testing, shall be for the account of the bidder/supplier.</p> b. Final Inspection and Acceptance at the Delivery Site. Completeness and appropriateness of the delivered goods, visual inspection and random sampling based on the required test criteria and list of required samples shall be conducted by

	<p>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. Items that were taken randomly for destructive testing shall be replaced by the supplier.</p> <ol style="list-style-type: none"> 1) Certificate of Final Acceptance by the TIAC 2) Inspection and Acceptance Report by GS, PAO, PA or its FPAO in the delivery site. <p>Notes:</p> <ol style="list-style-type: none"> 1) Delivered items must comply with the required Technical Specification. 2) The samples shall be over and above the quantity to be delivered. 3) All cost related to the testing, including the samples for random testing, shall be for the account of the bidder/supplier. 4) Item/s subject for destructive testing shall be included during delivery, but shall not be counted as part of the quantity being delivered. <p>c. 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.</p> <p>Once the allowable period of replacement exceeds, the contract shall be terminated. Supplier shall be subjected to blacklisting due to termination for default.</p>
<p>5.1</p>	<p>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.</p> <p>The warranty period shall be six (6) months after acceptance by the Procuring Entity of the delivered Goods.</p> <p>The goods to be delivered must have been manufactured not more than six (6) months from the date of delivery.</p>
<p>5.2</p>	<p>The period for correction of defective items in the warranty period is within thirty (30) calendar days upon receipt of notice from the Procuring Entity of any claim arising from the warranty obligation of the supplier.</p> <p>The Procuring Entity through the TIAC may invoke for warranty claims for the Goods or any part thereof that fail to conform to the specifications within the warranty period. The Supplier shall either rectify or replace such defective Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall inspect the rectified/replaced goods, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Clause 5.2.</p>

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/Unit	Delivery Period	Delivery Place for Final Inspection and Acceptance	Final Delivery Place
Philippine Army Pattern (PHILARPAT), Battle Dress Uniform (BDU) 2 with Ball Cap	103,180 sets	Within Forty-Five (45) Calendar Days upon receipt of NTP	GS Warehouse, 1LSG, ASCOM, PA Camp General Servillano Aquino, San Miguel, Tarlac City	GS Warehouse, 1LSG, ASCOM, PA Camp General Servillano Aquino, San Miguel, Tarlac City
	33,820 sets			10FSSU, ASCOM, PA, Camp Evangelista, Brgy Patag, Cagayan De Oro City
Total	137,000 set			

***Note 1: Partial Delivery is Allowed**

***Note 2: Goods/Items should be delivered with standard-size pallets. Stacking should be in accordance with manufacturer's standard.**

***Note 3: Tariff Sizes**

HEADQUARTERS
PHILIPPINE ARMY
OFFICE OF THE CHIEF OF STAFF FOR PERSONNEL, G1
Fort Andres Bonifacio, Tagulug

Supply & Delivery CY 2025

Nomenclature: 137,000 set of PHILARPAT, BDU 2 with Ball Cap

Supply Depot	End-User	PHILARPAT BDU SIZES	Quantity	Ball Cap Sizes	Quantity	
1FSSU	1BCT	ML	3	58	5	
		MR	71	57	21	
		MS	11	56	119	
		SR	146	55	99	
		SS	106	54	74	
		XSS	4	53	23	
		Sub-Total	341	Sub-Total	341	
	AAR	LL	3	56	963	
		LR	70	55	1003	
		ML	16	54	698	
		MR	952			
		MS	53			
		SL	15			
		SR	1014			
		SS	535			
		XSS	6			
			Sub-Total	2664	Sub-Total	2664
	Aviation Regiment	LL	6	58	25	
		LR	8	57	49	
		ML	6	56	179	
		MR	138	55	129	
		MS	10	54	74	
		SL	12	53	23	
		SR	170			
		SS	110			
		XSS	21			
			Sub-Total	479	Sub-Total	479
	FSRR	LL	9	58	91	
		LR	17	57	67	
		LS	5	56	1044	
		ML	15	55	1203	
		MR	566	54	698	
		MS	105	53	25	
		SL	27			
		SR	969			
		SS	1401			
		XSS	23			
		Sub-Total	3128	Sub-Total	3128	
	SFR(A)	XSS	25	54	25	
		SS	825	55	1307	
		SR	969	56	969	
		SL	140	57	101	
		MR	667	58	66	
		MS	150	59	591	
		ML	269	52	17	
		LR	20	53	5	
		LL	16			
			Sub-Total	3081	Sub-Total	3081
	LRR	LR	2	54	45	
		ML	23	55	350	
		MR	304	56	312	
		MS	49	57	199	
		SR	409	58	78	
		SS	375	59	167	
		SL	9	52	17	
		XSS	4	53	7	
		Sub-Total	1175	Sub-Total	1175	
	710	XSS	4	54	866	
		SS	1041	55	1294	
		SR	3260	56	3298	
		SL	66	57	415	
		MS	105	58	116	
		MR	1363	59	15	
		ML	83	60	2	
		LS	18	61	1	
		LR	67			
		LL	2			
		Sub-Total	6007	Sub-Total	6007	
				Sub-Total	16,875	

Supply Depot	End-User	PHILARPAT BDU SIZES	Quantity	Ball Cap Sizes	Quantity			
2FSSU	5ID	LL	106	54	1099			
		LR	89	55	1669			
		ML	86	56	2569			
		MR	1054	57	537			
		MS	319	58	111			
		SL	295	59	14			
		SR	2271	60	1			
		SS	1799					
		XSS	4					
		Sub-Total	6020	Sub-Total	6020	6020		
					6,020	GRAND TOTAL		
Supply Depot	End-User	PHILARPAT BDU SIZES	Quantity	Ball Cap Sizes	Quantity			
4FSSU	2ID	LL	116	54	1140			
		LR	99	55	1778			
		ML	86	56	2489			
		MR	1067	57	547			
		MS	321	58	111			
		SL	305	59	14			
		SR	2278	60	1			
		SS	1894					
		XSS	4					
		Sub-Total	6080	Sub-Total	6080	6080		
	RESCOM	LR	30	54	150			
		ML	20	55	369			
		MR	363	56	789			
		MS	28	57	257			
		SL	48	58	124			
		SR	742	59	11			
		SS	450	60	1			
		Sub-Total	1701	Sub-Total	1701	1701		
							7,781	GRAND TOTAL
		Supply Depot	End-User	PHILARPAT BDU SIZES	Quantity	Ball Cap Sizes	Quantity	
5FSSU	9ID	LL	13	52	17			
		LR	119	53	114			
		LS	16	54	1022			
		ML	38	55	1804			
		MR	1481	56	2004			
		MS	275	57	613			
		SL	71	58	340			
		SR	1636	59	28			
		SS	2183					
		XSS	110					
Sub-Total	5942	Sub-Total	5942	5942				
					5,942	GRAND TOTAL		
Supply Depot	End-User	PHILARPAT BDU SIZES	Quantity	Ball Cap Sizes	Quantity			
6FSSU	3ID	LL	10	53	39			
		LR	100	54	726			
		ML	96	55	1445			
		MR	1186	56	2400			
		MS	145	57	1200			
		SL	92	58	156			
		SR	2300	59	17			
		SS	2000	60	1			
		XSS	55					
		Sub-Total	5984	Sub-Total	5984	5984		
					5,984	GRAND TOTAL		
Supply Depot	End-User	PHILARPAT BDU SIZES	Quantity	Ball Cap Sizes	Quantity			
7FSSU	53EBda	LR	90	58	27			
		XL	25	57	98			
		MR	370	56	458			
		SR	500	55	380			
		SS	187	54	209			
Sub-Total	1172	Sub-Total	1172	1172				
					1,172	GRAND TOTAL		
Supply Depot	End-User	PHILARPAT BDU SIZES	Quantity	Ball Cap Sizes	Quantity			
8FSSU	8ID	LL	47	52	6			
		LR	201	53	60			
		ML	53	54	470			
		MR	1842	55	1568			
		SL	248	56	2769			
		SR	3796	57	979			
		SS	84	58	341			
				59	80			
Sub-Total	6271	Sub-Total	6271	6271				
					6,271	GRAND TOTAL		

Supply Depot	End-User	PHILARPAT BDU SIZES	Quantity	Ball Cap Sizes	Quantity
09FSSU	11D	LL	17	54	1439
		LR	77	55	1933
		ML	44	56	2032
		MR	1575	57	416
		MS	454	58	114
		SL	196	59	12
		SR	1729		
		SS	1854		
		Sub-Total	5946	Sub-Total	5946
	54FBde	LR	111	52	2
		LS	2	53	7
		ML	10	54	171
		MR	450	55	315
		MS	10	56	404
SR		360	57	110	
	SS	78	58	12	
	Sub-Total	1021	Sub-Total	1021	
				6,967	GRAND TOTAL

Supply Depot	End-User	PHILARPAT BDU SIZES	Quantity	Ball Cap Sizes	Quantity
10FSSU	41D	LL	490	53	45
		LR	71	54	1010
		LS	93	55	1962
		ML	103	56	1596
		MR	690	57	966
		MS	667	58	436
		SL	134	59	177
		SR	1404	60	2
		SS	2542		
		Sub-Total	6194	Sub-Total	6194
	52EBde	LR	64	53	2
		LS	2	54	7
		ML	6	55	145
		MR	211	56	255
		MS	56	57	311
		SR	312	58	114
		SS	195	59	12
		Sub-Total	846	Sub-Total	846
	CER (55EBde)	LR	38	52	2
		LS	2	53	7
		ML	22	54	351
		MR	444	55	515
		MS	25	56	711
		SL	18	57	110
SR		669	58	12	
		SS	482		
		XLL	4		
		XSS	4		
	Sub-Total	1708	Sub-Total	1708	
				8,748	GRAND TOTAL

Supply Depot	End-User	PHILARPAT BDU SIZES	Quantity	Ball Cap Sizes	Quantity
11FSSU	101D	LL	308	52	8
		LR	617	53	36
		LS	118	54	427
		ML	230	55	1432
		MR	2440	56	2898
		MS	257	57	1115
		SL	111	58	285
		SR	1380	59	84
	SS	824			
	Sub-Total	6285	Sub-Total	6285	
				6,285	GRAND TOTAL

Supply Depot	End-User	PHILARPAT BDU SIZES	Quantity	Ball Cap Sizes	Quantity
12FSSU	61D	LR	300	54	710
		ML	312	55	1950
		MR	1200	56	1200
		MS	622	57	1500
		SR	1375	58	480
		SS	2131	59	100
	Sub-Total	5940	Sub-Total	5940	
				5,940	GRAND TOTAL

Supply Depot	End-User	PHILARPAT BDU SIZES	Quantity	Ball Cap Sizes	Quantity
15FSSU	111D	LR	18	54	18
		LL	105	55	105
		MR	1900	56	1900
		MS	3	57	3
		SR	3854	58	3854
	Sub-Total	5880	Sub-Total	5880	
				5,880	GRAND TOTAL

Supply Depot	End-User	Sizes	Quantity	Sizes	Quantity
SBn, 1LSG, ASCOM	51EBde	LR	167	52	2
		LS	45	53	7
		ML	70	54	268
		MR	500	55	415
		MS	63	56	590
		SR	360	57	110
		SS	178	58	11
		Sub-Total	1403	Sub-Total	1403
	Armor Division	LR	77	52	32
		LL	10	53	400
		LS	8	54	1202
		ML	161	55	1200
		MR	1121	56	1292
		MS	100	57	489
		SL	48	58	192
		SR	2500	59	2
		SS	780	60	2
		XSS	6		
		Sub-Total	4811	Sub-Total	4811
	ASCOM	LL	56	52	16
		LR	44	53	200
		LS	32	54	451
		ML	78	55	538
		MR	172	56	646
		MS	24	57	245
		SL	218	58	96
		SR	1344	59	12
		SS	236	60	1
		XSS	3		
		Sub-Total	2205	Sub-Total	2205
	TRADOC	LR	8	52	2
		ML	2	53	7
		MR	136	54	251
		MS	6	55	315
		SL	67	56	511
		SR	614	57	110
		SS	372	58	12
		XSS	6	59	3
	Sub-Total	1211	Sub-Total	1211	
	IMCOM	LS	280	52	12
		ML	68	53	45
		MR	500	54	523
		MS	475	55	806
		SL	81	56	1112
		SR	650	57	389
		SS	600	58	47
	XSS	280			
	Sub-Total	2934	Sub-Total	2934	
	ASR	LR	21	52	12
		LS	3	53	49
		LL	5	54	323
		ML	43	55	411
		MR	353	56	643
		MS	99	57	299
		SL	30	58	112
		SR	728	59	71
		SS	638	60	5
		XL	5		
		XSS	14		
	Sub-Total	1939	Sub-Total	1939	
	CMOR	LL	56	52	16
		LR	44	53	200
		LS	32	54	451
		ML	108	55	638
		MR	344	56	746
		MS	72	57	325
		SL	246	58	96
		SR	1344	59	12
		SS	236	60	1
		XSS	3		
	Sub-Total	2485	Sub-Total	2485	
	AIR	LL	15	52	4
		LR	19	53	29
		ML	65	54	264
		MR	355	55	232
		MS	49	56	610
		SL	10	57	247
		SR	607	58	73
		SS	345	59	16
		XS	11	60	1
	Sub-Total	1476	Sub-Total	1476	

HHSO	LL	16	52	20
	LR	118	53	43
	LS	45	54	615
	ML	97	55	726
	MR	792	56	1060
	MS	197	57	514
	SL	111	58	118
	SR	844	59	13
	SS	852	60	4
	XSS	41		
Sub-Total	3113	Sub-Total	3113	
APMC	LL	2	52	2
	LR	2	53	2
	ML	2	54	2
	MR	38	55	38
	MS	4	56	4
	SL	10	57	10
	SR	67	58	67
	SS	74	59	74
	XSS	7	60	7
	Sub-Total	206	Sub-Total	206
FCPA	ML	3	58	5
	MR	71	57	21
	MS	11	56	119
	SR	154	55	107
	SS	106	54	74
	XSS	4	53	23
Sub-Total	349	Sub-Total	349	
APAO	LR	3	53	3
	MR	17	54	17
	MS	9	55	9
	SR	22	56	22
	SS	28	57	28
	XSS	2	58	2
Sub-Total	81	Sub-Total	81	
PAT-GB	LL	2	53	2
	MR	28	54	28
	SR	34	55	34
	SS	4	56	4
Sub-Total	68	Sub-Total	68	
GUAS	XSS	4	54	868
	SS	1041	55	1294
	SR	2567	56	2298
	SL	66	57	415
	MS	105	58	216
	MR	1063	59	25
	ML	183	60	2
	LS	16	61	1
	LR	67		
	LL	5		
	Sub-Total	5117	Sub-Total	5117
Buffer	XSS	1500	54	2000
	SS	3500	55	5500
	SR	5500	56	7737
	SL	2500	57	5000
	MS	2237	58	3000
	MR	5500	59	2000
	ML	2000	60	500
	LS	1000	61	
	LR	1000		
	LL	1000		
Sub-Total	25737	Sub-Total	25737	
Overall total			53,135	GRAND
				137,000

Prepared by:

ROGELIO S. VELANO
MAJ (FS) PA
Chief, PBB, OG1, PA

Approved by:

RHODERICK L. PARALAC
COL MNSA (INF) PA
AC of S for Personnel, G1

Section VII. Technical Specifications

Section VIII. Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE	
Class "A" Documents	
<u>TAB</u>	<u>Legal Documents</u>
A	Valid and updated PhilGEPS Registration Certificate (Platinum Membership) in accordance with Section 8.5.2 of the revised IRR of RA No. 9184 (updated 19 July 2024) and GPPB Resolution 15 - 2021 dated 14 October 2021.
<u>Technical Documents</u>	
B	<p>Duly signed Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid. (Annex 1)</p> <p>*The bidder may make a reservation under oath in a notarized document not to disclose the name of its client on the ground of an existing confidentiality agreement but must disclose the amount, status, 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.</p>
C	<p>Statement of the bidder's Single Largest Completed Contract (SLCC) of similar nature within the last five (5) years from the date of the Receipt and Opening of Bid Envelope.</p> <p>Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to at least twenty-five percent (25%) of the ABC (Expendable Supplies).</p> <p>* For this project, "similar contract or project" shall pertain to the Supply and Delivery of any sewn items.</p>
<u>Financial Documents</u>	
D	<p>The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) (Annex 3-A); or</p> <p>A Committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation (Annex 3-B).</p> <p>* Should the bidder opt to submit NFCC, computation must be at least equal to the ABC to be bid, calculated as follows. NFCC = [(Current assets minus current liabilities) (15)] minus the value of all ongoing contracts, including awarded contracts yet to be started.</p> <p>* The values of the domestic bidder's current assets and current liabilities shall be based on the latest Annual Income Tax Return and Audited Financial Statements filed thru eFPS.</p>

	<p>* For foreign bidders, the value of the current assets and current liabilities shall be based on their latest Audited Financial Statements (AFS) prepared in accordance with international reporting standards. The NFCC computation shall be expressed in Philippine Peso based on the prevailing exchange rate as published in the BSP reference rate bulletin on the date of preparation of the AFS.</p> <p>* If the prospective bidder opts to submit a Committed Line of Credit, it must be at least equal to ten percent (10%) of the ABC of the project issued by local universal or commercial bank. The amount of Committed Line of Credit must be Machine Validated.</p>
Class "B" Documents	
E	<p>Duly signed Joint Venture Agreement (JVA) in case the joint venture is already in existence; <u>or</u></p> <p>In the absence of a JVA, duly Notarized Statement/s from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful. Failure to enter into a joint venture in the event of a contract award shall be ground for the forfeiture of the bid security; <u>or</u></p> <p>In case JVA is not applicable, the bidder must submit a duly signed Statement stating that JVA is not applicable in lieu of the foregoing (Annex 4).</p> <p>*Note:</p> <ul style="list-style-type: none"> The JVA should be specific to the project including the purpose and all supporting documents related thereto.
F	<p>Bid security in the prescribed form, amount and validity period; <u>or</u> a Notarized Bid Securing Declaration (Annex 5).</p>
G	<p>Conformity with the Schedule of Requirements (Annex 6-A).</p> <p>Duly signed statement of compliance to Technical Specifications and Test and Evaluation Procedures (Annex 6-B).</p> <p>Warranty Undertaking (Annex 6-C).</p> <p>Undertaking to Replace Defective Items (Annex 6-D).</p> <p>Prototype samples and swatch materials required for testing during post-qualification in conformance with the Technical Specifications of Philippine Army Pattern (PHILARPAT) Battle Dress Uniform (BDU) 2 with Ball Cap under QM SPEC NR IC-21PAPBDU2 dated 02 September 2024 (Interim).</p> <p>*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.</p>
H	<p>Certificate from Armed Forces of the Philippines Procurement Service (AFPPS) that the Bidder is not Blacklisted and has no overdue delivery; <u>or</u></p> <p>In the absence of the said Certificate, the Bidder shall submit a proof of application of the same stamped received by AFPPS if manually filed, or acknowledged received by the AFPPS through its official email address:afppsthree@gmail.com if electronically filed.</p>

	<p>*Note:</p> <ul style="list-style-type: none"> In case of Joint Venture, each JV partner shall submit the Certificate.
I	Notarized Omnibus Sworn Statement (Annex 7) .
J	<p>Proof of Authority of the designated representative/s for purposes of the bidding</p> <p><u>For Local Bidder:</u></p> <p>a. Duly notarized Special Power of Attorney – For Sole Proprietorship if owner opts to designate a representative/s; OR</p> <p>b. Duly notarized Secretary’s Certificate evidencing the authority of the designated representative/s, issued by the corporation, cooperative or the members of the joint venture.</p> <p><u>For Foreign Bidder:</u></p> <p>a. Valid and Current Written Appointment of the Philippine based company (as local representative of foreign manufacturer) issued by the foreign bidder. The written appointment must include detailed scope of responsibility of the local representative. A Certified True Copy of the Written Appointment may be submitted subject to the presentation of the original document during post qualification; AND</p> <p>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;</p> <p>OR</p> <p>c. <i>In case the authorized local representative is an individual (citizen of the Philippines), a Valid and Current Written Appointment of the said individual as the local representative issued by the foreign bidder must be submitted. The written appointment must include detailed scope of responsibility of the local representative with specimen signature of the authorized representative to transact with PA/AFP, including address, telephone number, mobile phone number, and email address. A Certified True Copy of the Written Appointment may be submitted subject to the presentation of the original document during post qualification.</i></p>

II. FINANCIAL COMPONENT ENVELOPE

<u>TAB</u>	<i>Financial Documents</i>
A	Bid Form for the Procurement of Goods (Annex 8-A)
	Duly signed and accomplished Financial Bid Form (Annex 8-B)
B	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 twenty-five (25%) 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
Undertaking to Replace 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
Undertaking on Manufacturing date	Annex 10
Production Capability	Annex 11
Undertaking to Deliver the goods to the Final Delivery Place	Annex 12

(COMPANY LETTERHEAD)

Procurement of 137,000 sets
Philippine Army Pattern (PHILARPAT) Battle Dress Uniform (BDU) 2 with Ball Cap
Bid Ref. No. QM PABAC1 082-24
Approved Budget Contract: PhP479,500,000.00

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 of Contract	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 Outstanding Contract: _____

2. All On-going Private Contracts

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

Total Value of Outstanding Contract: _____

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position

Date

(Company Letterhead)

Procurement of 137,000 sets
Philippine Army Pattern (PHILARPAT) Battle Dress Uniform (BDU) 2 with Ball Cap
Bid Ref. No. QM PABAC1 082-24
Approved Budget Contract: PhP479,500,000.00

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 twenty-five (25%) 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)

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

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

Where:

CA = Current Assets

CL = Current Liabilities

K = 15

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

Issued this _____ day of _____, 2024.

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position

Date

(Name of Bank)
COMMITTED LINE OF CREDIT

Date: _____

ARMED FORCES OF THE PHILIPPINES
OFFICE OF THE PHILIPPINE ARMY BIDS AND AWARDS COMMITTEE
Fort Andres Bonifacio, Taguig City

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

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

The credit line shall be available on the date of the submission of bid by the (Supplier/Distributor/Manufacturer) and such line of credit shall be maintained until the project is completed by the Contractor.

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

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

Name and Signature of Authorized Financing Institution Office

Official Designation

Concurred By:

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

Official Designation

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

NOTARY PUBLIC

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

(Company Letterhead)

Procurement of 137,000 sets
Philippine Army Pattern (PHILARPAT) Battle Dress Uniform (BDU) 2 with Ball Cap
Bid Ref. No. QM PABAC1 082-24
Approved Budget Contract: PhP479,500,000.00

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

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

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position

Date

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

BID-SECURING DECLARATION

REPUBLIC OF THE PHILIPPINES)
CITY OF

BID-SECURING DECLARATION

Invitation to Bid/Request for Expression of Interest No. 1: (Insert reference number)

To: (Insert name and address of the Procuring Entity)

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.

2. I/We accept that: (a) I/We will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and (b) I/We will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declarations, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1 (b), 34.2, 40.1 and 69.1, except 69.1 (f) of the IRR of RA 9184; without prejudice to other legal action the government may undertake.

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

- a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
- b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/We failed to timely file a request for consideration or (ii) I/We filed a waiver to avail of said right;
- c) I am/were declared as the bidder with the Lowest Calculated and Responsive Bid/Highest Rated and Responsive Bids, and I/We have furnished the performance security and signed the Contract.

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

NAME OF BIDDERS AUTHORIZED REPRESENTATIVE
(Insert signatory's legal capacity)
AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME this _____ day of _____ at _____, Philippines. Affiant exhibited to me his/her competent Evidence of identity as defined by

the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC), issued on _____ at _____.

NOTARY PUBLIC

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

SCHEDULE OF REQUIREMENTS

Procurement of 137,000 sets
 Philippine Army Pattern (PHILARPAT) Battle Dress Uniform (BDU) 2 with Ball Cap
 Bid Ref. No. QM PABAC1 082-24
 Approved Budget Contract: PhP479,500,000.00

Description	Quantity/ Unit	Delivery Period	Delivery Place for Final Inspection and Acceptance	Final Delivery Place	Bidders Proposal
Philippine Army Pattern (PHILARPAT), Battle Dress Uniform (BDU) 2 with Ball Cap	103,180 sets	Within Forty- Five (45) Calendar Days upon receipt of NTP	GS Warehouse, 1LSG, ASCOM, PA Camp General Servillano Aquino, San Miguel, Tarlac City	GS Warehouse, 1LSG, ASCOM, PA Camp General Servillano Aquino, San Miguel, Tarlac City	
	33,820 sets			10FSSU, ASCOM, PA, Camp Evangelista, Brgy Patag, Cagayan De Oro City	
Total	137,000 sets				

***Note 1: Partial Payment is Allowed**

***Note 2: Goods/Items should be delivered with standard-size pallets. Stacking should be in accordance with manufacturer's standard.**

***Note 3: Tariff Sizes**

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position

Date

COMPLIANCE TO TECHNICAL SPECIFICATION

**Procurement of 137,000 sets
Philippine Army Pattern (PHILARPAT) Battle Dress Uniform (BDU) 2 with Ball Cap
Bid Ref. No. QM PABAC1 082-24
Approved Budget Contract: PhP479,500,000.00**

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
137,000 sets Philippine Army Pattern (PHILARPAT) Battle Dress Uniform (BDU) 2 with Ball Cap	QM SPEC NR IC-21PAPBDU2 dated 02 September 2024 (Interim)	

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

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

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

Name of Company

Signature of Company Representative

Name & Designation

Date

(Bidder's Company Letterhead)

WARRANTY UNDERTAKING

Procurement of 137,000 sets
Philippine Army Pattern (PHILARPAT) Battle Dress Uniform (BDU) 2 with Ball Cap
Bid Ref. No. QM PABAC1 082-24
Approved Budget Contract: PhP479,500,000.00

I/We, _____ (Name) _____, _____ (Title/Capacity) _____, the duly authorized representative of (Company/Bidder) _____, hereby commits that should we be awarded the contract, we will issue a Warranty Certificate in favor of the Philippine Army (PA) valid for **six (6) months** from date of final acceptance.

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

Signature of Company Representative

Name & Designation

Date

Republic of the Philippines)

_____)S.S.

AFFIDAVIT OF UNDERTAKING TO REPLACE DEFECTIVE ITEMS

I/We, _____ (Name _____ (Title/Capacity) _____, the duly authorized representative of _____ (Company/Bidder) _____, after being duly sworn to, under oath and in accordance with the law, do hereby depose and state that I/We hereby commits that should we be awarded the contract, we will replace all defective items **within thirty (30) calendar days** upon receipt of Notice of Defects from the Philippine Army.

IN WITNESS WHEREOF, I hereunto affix my signature this _____ day of _____
20_____, at _____.

Affiant

SUBSCRIBED AND SWORN TO before me this _____ day of _____,
2024 at _____, affiant having exhibited to me his/her _____ with nos.
_____.

Doc. No. _____

Page No. _____

Book No. _____

Series of 20 _____

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *[Select one, delete the rest:]*

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

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

[Jurat]

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

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

Bidder's Representative/Authorized Signatory

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

NOTARY PUBLIC

Doc No: _____
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Series of: _____

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

BID FORM

Date: _____

Project Identification No.: _____

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

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

If our Bid is accepted, we undertake:

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

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

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

Name and address	Amount and Purpose of agent
Currency	Commission or gratuity
<i>(if none, state "None")</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]* as evidenced by the attached *[state the written authority]*.

We acknowledge that failure to sign each and every page of this Bid Form, including the attached

Schedule of Prices, shall be a ground for the rejection of our bid.

Name: _____ Legal capacity: _____ Signature: _____
Duly authorized to sign the Bid for and behalf of: _ Date: _

(Bidder's Company Letterhead)

Procurement of 137,000 sets
 Philippine Army Pattern (PHILARPAT) Battle Dress Uniform (BDU) 2 with Ball Cap
 Bid Ref. No. QM PABAC1 082-24
 Approved Budget Contract: PhP479,500,000.00

FINANCIAL BID FORM

Description	Qty/Unit	ABC Price		Bidder's Proposal	
		U/P	Total Price	U/P	Total Price
Philippine Army Pattern (PHILARPAT) Battle Dress Uniform (BDU) 2 with Ball Cap	137,000 set	PhP3,500.00	PhP479,500,000.00		
TOTAL BID PRICE					
Total Bid Price (Amount in Words):					
BIDDER'S UNDERTAKING					
I/We, the undersigned bidder, having examined the Bidding Documents including Bid Bulletins, as applicable, hereby OFFER to (supply/deliver/perform) the above-described items.					
I/We undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security within ten (10) calendar days from receipt of Notice of Award.					
Until a formal contract/order confirmation is prepared and signed, this Bid is binding on us.					

 Name of Company (in print)

 Signature of Company Representative

 Name & Designation (in print)

 Date

(Bidder's Company Letterhead)

Procurement of 137,000 sets
Philippine Army Pattern (PHILARPAT) Battle Dress Uniform (BDU) 2 with Ball Cap
Bid Ref. No. QM PABAC1 082-24
Approved Budget Contract: PhP479,500,000.00

For Goods Offered From Abroad

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

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Qty	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered at Place (DAP)	Unit price Delivered Duty Paid (DDP)	Total Price -(if DAP col 4X7) -(If DDP col 4X8)

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

_____ *[signature]*

_____ *[in the capacity of]*

Duly authorized to sign Bid for and

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

(Bidder's Company Letterhead)

Procurement of 137,000 sets
Philippine Army Pattern (PHILARPAT) Battle Dress Uniform (BDU) 2 with Ball Cap
Bid Ref. No. QM PABAC1 082-24
Approved Budget Contract: PhP479,500,000.00

For Goods Offered From Within the Philippines

Name of Bidder _____ . Invitation to Bid² Number ____ . Page _ of ____ .

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

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

_____ *[signature]*

_____ *[in the capacity of]*

Duly authorized to sign Bid for and on behalf of _____

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

Republic of the Philippines)
_____)S.S.

AFFIDAVIT OF UNDERTAKING ON MANUFACTURING DATE

I/We, _____ (Name _____ (Title/Capacity) _____, the duly authorized representative of _____ (Company/Bidder) _____, after being duly sworn to, under oath and in accordance with the law, do hereby depose and state that:

1. I/We was/were declared as the Single Calculated Bidder (SCB) / Lowest Calculated Bidder (LCB) _____ for _____ the _____ procurement _____ of _____ under _____ QM PABAC1 _____.
2. I/We undertake to deliver the goods/items manufactured not more than six (6) months from the delivery date.

IN WITNESS WHEREOF, I hereunto affix my signature this _____ day of _____ 20____, at _____.

Affiant

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2024 at _____, affiant having exhibited to me his/her _____ with nos. _____.

Doc. No. _____
Page No. _____
Book No. _____
Series of 20 _____

Production Capability

List of Owned and Leased Machines						
List of Owned and Leased Machines	Quantity	Purpose	Rate per Hour	Hours per Shift	Total Production Rate per day	Total Production Rate per month
e.g. Sewing Machine	20	<i>To sew the fabrics (front and back) of the undershirt together</i>	50	8	$50 \times 8 \times 20 = 8,000$ <i>(rate per hour x hours per shift x quantity of machines)</i>	$400 \times 30 = 240,000$ <i>(production rate per day x 30 days)</i>

Ongoing Projects (Committed Machines)					
Particulars	Total Machines committed			Total Production Rate per day	Total Production Rate per month
	Machine (Owned/Leased)	Purpose	Quantity		
e.g. S&D of 100,000 ea Undershirt	Sewing Machine	<i>To sew the fabrics (front and back) of the undershirt together</i>	10	$50 \times 8 \times 10 = 4,000$ <i>(rate per hour x hours per shift x quantity of machines)</i>	$400 \times 30 = 120,000$ <i>(production rate per day x 30 days)</i>

Production Capability to Take New Projects (Uncommitted Machines)						
List of Owned and Leased Machines	Quantity	Purpose	Rate per Hour	Hours per Shift	Total Production Rate per day	Total Production Rate per month
e.g. Sewing Machine	10	<i>To sew the fabrics (front and back) of the undershirt together</i>	50	8	$50 \times 8 \times 10 = 4,000$ <i>(rate per hour x hours per shift x quantity of machines)</i>	$400 \times 30 = 120,000$ <i>(production rate per day x 30 days)</i>

Republic of the Philippines)
_____)S.S.

AFFIDAVIT OF UNDERTAKING TO DELIVER THE GOODS TO THE FINAL DELIVERY PLACE

I, _____, of legal age, Filipino, and Proprietor/Authorized Representative of _____, after being duly sworn to, under oath and in accordance with the law, do hereby depose and state that:

1. I/We was/were declared as the Single Calculated Bidder (SCB) / Lowest Calculated Bidder (LCB) for the _____ procurement of _____ under QM PABAC1 _____.
2. I/We undertake to deliver the goods/items at the final delivery place provided under the Schedule of Requirements without any additional cost to the Procuring Entity within **Forty-Five (45) CD** after Technical Inspection and Acceptance (TIAC).

IN WITNESS WHEREOF, I hereunto affix my signature this _____ day of _____ 20____, at _____.

Affiant

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2024 at _____, affiant having exhibited to me his/her _____ with nos. _____.

Doc. No. _____
Page No. _____
Book No. _____
Series of 20 _____

