

PHILIPPINE ARMY
NEGOTIATING COMMITTEE
FOR THE EMERGENCY PROCUREMENT OF 1,000 SETS GO-BAG
FORT ANDRES BONIFACIO, METRO MANILA

TERMS OF REFERENCE

**Procurement of Go Bag
through Emergency Procurement
under the Bayanihan 2
(*Bayanihan to Recover as One Act*)**

Description	Qty	Unit	ABC
Go Bag	1,000	Sets	Php 3,500,000.00

SECTION I.

General Instructions

1. Legal Basis

The project involves the procurement of 1,000 sets Go Bag through Emergency Procurement pursuant to Section 4(u) of Republic Act No 11494 (*Bayanihan to Recover as One Act*) and governed by the procedures set forth under GPPB Resolution No 18-2020 dated 16 September 2020, for the purpose of providing standardized emergency Go Bag for the use of the emergency response team of the Philippine Army and ensure protection from CoVID-19 contagion.

2. Project Description.

The project involves the procurement of 1,000 sets Go Bag through Emergency Procurement under Republic Act No 11494 (*Bayanihan to Recover as One Act*) for the Philippine Army.

3. Issuing Office

This Terms of Reference is issued by:
Negotiating Committee for the Emergency Procurement of 1,000 sets Go-bag through Negotiated Procurement Bayanihan 2 (Bayanihan to Recover as One Act)
Philippine Army Procurement Center
Fort Andres Bonifacio, Metro Manila

Contact Person:
CPT CLAIRE AURE-REYES
Secretary, Negotiating Committee
Philippine Army Procurement Center
Contact details: philitaryproccenter@gmail.com
Mobile Number: 09175442012
Attn: **Chairperson, Negotiating Committee for the Emergency Procurement of 1,000 sets Go-bag through Negotiated Procurement Bayanihan 2 (Bayanihan to Recover as One Act)**

4. Overview.

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

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

Procuring Entity	Philippine Army
Project Name	Procurement of Go Bag through Emergency

	Procurement under the Bayanihan 2
Approved Budget for the Contract (ABC)	Php 3,500,000.00
Fund Source	FY 2020 General Appropriations Act, RA 11465
Additional Deliverables	N/A
Delivery Site	1 ST Supply Bn, 1LSG, Army Support Command, PA Fort Andres Bonifacio Taguig City
Mode of Payment	Thru: Check
Import Taxes and Duties	“DDP” in accordance with INCOTERMS
Description of Goods	1,000 sets Go Bag

6. Eligibility Documents

ELIGIBILITY AND TECHNICAL DOCUMENTS (1st Envelope)	
<p>The eligibility requirements or statements, bids, and all other documents to be submitted to the Negotiating Committee must be in English. If the eligibility requirements or statements, the bids, and all other documents for submission to the Negotiating Committee 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.</p>	
<p>The following eligibility and technical requirements must be submitted to the Negotiating Committee:</p>	
TAB	
A	Mayor's or Business Permit issued by the city or municipality where the principal place of business of the prospective bidder is located.
B	Income Tax Return (Annual Income Tax Return of the preceding tax year) OR Business Tax Returns (Value Added Tax or percentage Tax Return covering the previous six months)
C	Notarized Omnibus Sworn Statement (<i>refer to Annex "1"</i>)
D	Compliance to Technical Specifications (as per sample)
E	Warranty Undertaking (<i>refer to Annex "2"</i>)
F	Valid and current PHILGEPS Certificate of Registration and Membership (Platinum Registration)
G	Registration Certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document
H	Tax Clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR)

I	The Bidder's Audited Financial Statements , showing, among others, the prospective bidder's total and current assets and liabilities stamped "received" if manually filed or "attachment of system generated Transaction Reference Number and email to the system user" if electronically filed issued by the Bureau of Internal Revenue or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission ; Provided that original copies of the digitally submitted documents will be presented upon request.
J	Proof of Authority of the designated representative/s: 1. Duly notarized Special Power of Attorney – For Sole Proprietorship if owner opts to designate a representative/s; OR 2. 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><i>Note:</i> <u><i>An expired Business or Mayor's permit with Official Receipt of renewal application will be accepted, subject to submission of the Business or Mayor's permit prior to payment.</i></u></p> <p><i>3.1. In case of Joint Venture (JV), both parties must submit the above-mentioned documents.</i></p> <p><i>4.2. Bidder must ensure that all Class "A" Eligibility Documents are valid and current at the time of submission of PhilGEPS Certificate of Registration and Membership (Platinum Registration). In case any of the submitted Eligibility Documents are not valid and current at the time of submission, bidders are required to submit proof of application for renewal.</i></p> <p><i>5.3. For foreign suppliers, 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 <u>Certificate of In-existence of Appropriate Foreign Equivalent</u> may be submitted.</i></p>	

7. Financial Proposal

The designated Supplier may submit price proposals quoted in Philippine Peso or in a freely convertible currency which shall be converted to Philippine Peso using the BSP prevailing foreign exchange rate on the day of opening of the financial proposal. The Philippine Peso price shall be the Contract Price for the project which shall remain fixed throughout the duration of the contract implementation and opening of Letter of Credit (LC).

The Financial Proposal Envelope shall contain the following documents:

FINANCIAL DOCUMENTS (2nd Envelope)	
TAB	
A	Price Proposal (<i>refer to Annex "3" and Annex "3-1"</i>)
B	Bill of Quantities and Applicable Price Schedules (<i>refer to Annex "4" and Annex "4-1A"/ Annex "4-1B"</i>)

The Supplier is required to submit a copy of the above stated documents not later than 17 May 2021, 1:00 PM to the Negotiating Committee of the project. The

Supplier may submit either a photocopy of the documents in a sealed envelope with signature of authorized representative/dealer/distributor, or send an electronic copy in PDF Format that is password protected via email at philarmyproccenter@gmail.com.

The Original copy of the documents shall be presented/submitted before payment except for the Notarized Omnibus Sworn Statement which should be submitted prior to award.

8. Negotiation

The Negotiating Committee for the Emergency Procurement of 1,000 sets Go-bag through Negotiated Procurement Bayanihan 2 shall examine the documents submitted in order to confirm and ascertain that the Supplier is legally, technically and financially capable to undertake the procurement.

9. Contract Award

- 9.1 Subject to the provisions of this Terms of Reference (TOR), the Procuring Entity shall award the contract to the supplier whose proposal has been determined to be substantially responsive and has been determined to be the Single/Lowest Calculated Responsive Quotation (SCRQ/LCRQ).
- 9.2 The Procuring Entity shall notify the successful supplier in writing that its proposal has been accepted, through a Notice of Award received personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Supplier with the SCRQ/LCRQ and submitted personally or sent by registered mail or electronically to the Procuring Entity.
- 9.3 Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:
 - 9.3.1 Submission of the valid JVA, if applicable, within ten (10) calendar days from receipt by the Bidder of the notice from the Negotiating Committee that the Bidder has the Lowest/Single Calculated and Responsive Proposal;
 - 9.3.2 Posting of the performance security in accordance with Clause 10 of the Conditions of the Contract;
 - 9.3.3 Signing of the contract as provided in Clause 10 of the General Instructions; and
 - 9.3.4 Approval by higher authority, if required.

10. Signing of the Contract

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

- 10.2 Within ten (10) calendar days from receipt of the Notice of Award, the Supplier shall post the required performance security and sign and date the contract and return it to the Procuring Entity.
- 10.3 The Procuring Entity shall enter into contract with the Supplier within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 10.4 The following documents shall form part of the contract:
 - 10.4.1 Contract Agreement (if applicable);
 - 10.4.2 TOR;
 - 10.4.3 Supplier's Proposal, including the Technical and Financial Proposals, and all other documents / statements submitted;
 - 10.4.4 Notice of Award of Contract; and
 - 10.4.5 Other contract documents that may be required by existing laws and/or the Procuring Entity under these Bidding Documents.
- 10.5 In case of conflict between the above-mentioned documents, the original TOR shall prevail.
- 10.6 Transaction involving Five Million and below shall be covered Purchase Order in lieu of the signed Contract Agreement.

11. Notice to Proceed

- 11.1.1 Within three (3) calendar days from the date of approval of the contract by the appropriate government approving authority, the Procuring Entity shall issue its Notice to Proceed to the Supplier.
- 11.1.2 The date of the Supplier's receipt of the Notice to Proceed will be regarded as the effective date of the contract, unless otherwise specified in the TOR.

SECTION II.

CONDITIONS OF THE CONTRACT

II. CONDITIONS OF THE CONTRACT

1. Definitions

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

- (a) "The Contract" means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Goods" means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the Procuring Entity under the Contract.
- (d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.

1.2 "The Procuring Entity" is the **NEGOTIATING COMMITTEE FOR THE**

- (a) **EMERGENCY PROCUREMENT UNDER BAYANIHAN ACT 2 OF 1,000 SETS GO-BAG PAPC, AFPPS Fort Andres Bonifacio, Metro Manila.**
- (b) "The Procuring Entity's country" is the Philippines.
- (c) "The Supplier" is to be determined/assigned by Negotiating Committee for the Emergency Procurement under Bayanihan Act 2 of 1,000 SETS GO-BAG , Philippine Army.
- (d) The "Funding Source" is the 2020 General Appropriations Act, RA 11465.
- (e) "The Delivery Site" for the PROJECT is listed as follows;
1ST Supply Bn, 1LSG, Army Support Command, PA Fort Andres Bonifacio Taguig City

- (f) "Day" means calendar day.
- (g) The "Effective Date" of the contract will be the date of receipt by the Supplier of the Notice to Proceed or the date provided in the Notice to Proceed. Performance of all obligations shall be reckoned from the Effective Date of the Contract.
- (h) "Verified Report" refers to the report submitted by the Implementing Unit to the Head of the Procuring Entity setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

2. Inspection and Test by the Pre-Audit, G10, APAO, PA and the PA, TIAC

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

3. Governing Law and Language

- 3.1. This TOR shall be interpreted in accordance with the laws of the Republic of the Philippines.
- 3.2. This TOR has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of the terms this Contract. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.

4. Notices

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

The PROCURING ENTITY's Address for Notice is:

PHILIPPINE ARMY Negotiating Committee for the Emergency Procurement of 1,000 sets Go-bag through Negotiated Procurement Bayanihan 2 (Bayanihan to Recover as One Act)

PHILIPPINE ARMY PROCUREMENT CENTER
Fort Andres Bonifacio, Metro Manila

Contact Nr: _____;

Email address: _____.

The supplier's address for Notices is:

- 5.2 A Party may change its address for notice hereunder by giving the other Party notice of such change five (5) days prior to transfer.

5. Scope of Contract

- 5.1. The GOODS and Related Services to be provided shall be as specified in the Schedule of Requirement of this TOR.
- 5.2. This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein.
- 5.3. Delivery and Documents

For purposes of the Contract, **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.

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

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

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

- a. Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- b. Original and four copies of the Manufacturer's and/or Supplier's warranty certificate;
- c. Delivery receipt detailing number and description of items received signed by the Procuring Entity's representative at the Project Site.

5.4 Incidental Services –

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

- (a) Supervision of the inspection and acceptance test of the Goods at the project site;

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.

5.5 Packaging

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

Shelf-Life Requirements

Medicines must be of **new commercial stock** upon receipt at DDP at ASCOM, PA, Fort Bonifacio, Metro Manila, Philippines.

With shelf-life as follow:

Solid Dosage (Capsule and Tablet) - Total shelf life of not less than **18 months** from the date of acceptance.

5.6 Insurance

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

5.7 Transportation

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

5.8 Patent Rights

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

6. Procuring Entity's Responsibilities

i. Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity shall, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.

ii. The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with Clause 6.

7. Prices

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

ii. For the given scope of work in this Contract as awarded, all prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR.

8. Payment

i. Payments shall be made only upon a certification by the Head of the Procuring Entity to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. Two percent (2%) of the amount of each payment or 2% retention bond in a form of bank guarantee shall be retained by the Procuring Entity to cover the Supplier's warranty obligations under this Contract.

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

iii. Payment shall be made thru Check (wire transfer).

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

v. **Payment Scheme/Drawdown Documentary Requirements:** Payment shall be made to the Supplier upon delivery of the GOODS and compliance with all its obligations provided in the Schedule of Requirements, and the submission or presentation of the following documents:

- i. Supplier's invoice showing GOODS' description, quantity, unit price, and total amount;
- ii. Certificate of Acceptance by the Technical Inspection and Acceptance Committee;
- iii. Manufacturer's and/or Supplier's Warranty Certificate;
- iv. Delivery Receipt detailing number and description of items received signed by the Procuring Entity's representative at the Delivery Site;
- v. Delivery of Items Inspection Report, Pre-Audit, G10, PA;
- vi. Inspection and Acceptance Report APAO, PA;
- vii. Description of Goods:

Description	Qty (Set)	ABC (Pesos)	Calendar Days
Go- bag set	1,000	Php3,500,000.00	-Fifteen (15) Calendar Days upon receipt of NTP

L/I	PARTICULARS	QTY	UOM	UNIT PRICE	AMOUNT
1	Lagundi tablet 600mg	9	piece	9.00	81.00
2	Cotton Balls 10 grams	1	pack	3.50	3.50
3	Sterile Gauze 4 x 4	1	piece	43.00	43.00
4	Sterile Gauze 3 x 3	1	piece	31.00	31.00
5	Sterile Gauze 2 x 2	1	piece	22.00	22.00
6	Sterile surgical Gloves, latex Size 7.5	1	pair	95.00	95.00
7	Torniquet	1	piece	80.00	80.00
8	Omeprazole, Capsule 20mg	12	piece	10.00	120.00
9	Paracetamol, tablet 500mg	18	piece	5.50	99.00
10	Loperamide, Capsule 2mg	12	piece	11.00	132.00

11	Elastic Bandage, 3 inches x 5 yards	1	roll	95.00	95.00
12	Disposable Gloves pvc , assorted sizes	1	pair	98.00	98.00
13	Povidone Iodine, 15mL	1	bottle	99.00	99.00
14	Hydrogen Peroxide, 3% solution, 120mL	1	bottle	98.00	98.00
15	Alcohol, 60mL	1	bottle	55.00	55.00
16	Medical Pouch \geq 23cm x 13cm x 7.5cm	1	piece	165.00	165.00
17	Flashlight Kit: 1 Super Bright Tactical LED Flashlight, 1 Rechargeable Battery 1 3.7 V, 1 Battery Charger, 1 Case.	1	set	395.00	395.00
18	Personal Protective Equipment Suit	1	each	495.00	495.00
19	Helmet, orange/white	1	piece	395.00	395.00
20	Face Shield	1	piece	15.00	15.00
21	Pack, Bag--Special nylon with non PVC backing, wide opening, multiple pockets with reflectorized strips (3 sides) with sternum straps, color orange, size is 16 inches by 12.5 inches, water-resistant	1	each	883.50	883.50
TOTAL ABC >>>					3,500.00

a) Delivery Terms:

One time delivery and Payment.

b) Latest Date of Delivery:

Fifteen (15) calendar days upon receipt by the supplier of the NTP;

c) Liquidated Damages: Liquidated damages shall be imposed in accordance with Clause 16 of the Conditions of the Contract.

d) Other Instructions:

i. If the Procuring Entity opts for payment thru check, it shall be released to the Authorized Government Depository Bank in favor of the Supplier in accordance with the terms provided below after the approval of the Contract by the HoPE and the issuance of the Notice of Cash Allocation by the Secretary of Budget and Management, to wit: *(this para or letter 'n- Other Instructions' maybe deleted as already stated above)*

9. Taxes and Duties

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

10. Performance Security

i. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any of the forms as prescribed below:

Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)
b. Cash, cashier's/manager's check, issued by a Universal or Commercial Bank;	Five Percent (5%)
c. Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank;	
d. Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security; and/or	Thirty Percent (30%)

- ii. The performance security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity, which shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.
- iii. The performance security shall remain valid until issuance by the Procuring Entity of the final Certificate of Acceptance.
- iv. The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the final Certificate of Acceptance subject to the following conditions:
 1. There are no pending claims against the Supplier or the surety company filed by the PROCURING ENTITY;
 2. The Contractor has no pending claims for labor and materials filed against it; and
 3. Other terms of the contract.

4. In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security

11. Use of Contract Documents and Information

- i. The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- ii. Any document shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.

12. Standards

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

13. Inspection and Tests

- i. The Procuring Entity or its representatives (PATIAC) shall have the right to inspect and/or to test the Goods to confirm their conformity to the technical specifications.
- ii. TIAC requirements for inspection upon completion of delivery must be:
 - a. Conformity to Technical Specifications (as per sample)
 - b. Completeness of delivery
 - c. Date of expiration for Drugs and Medicine should not be less than 18 Months from the date of delivery
- iii. The Procuring Entity shall issue the following documents after the successful completion of the Final Inspection and Acceptance Test
 - a. Certificate of Final Acceptance by the Technical Inspection and Acceptance Committee;
 - b. OAFM Inspection Report; and
 - c. SAO/APAO Acceptance Report;

- iv. The Supplier shall furnish to the inspectors all reasonable facilities and assistance, including access to drawing and production data at no charge to the Procuring Entity.
- v. The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications at once. The procuring entity may allow **correction of defects only once** by providing the supplier ten (10) calendar days to either rectify or replace such rejected GOODS or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to Clause 4 of the Conditions of the Contract.
- vi. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative (PA TIAC), shall release the Supplier from any warranties or other obligations under this Contract.

14. Warranty

- i. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials except when the design and/or material required by the Procuring Entity provides otherwise.
- ii. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- iii. The Supplier, manufacturer, or distributor, as the case may be, shall be required to submit a warranty certificate valid for one (1) year from the date of acceptance. The obligation for the warranty shall be covered by, at the Supplier's option, either **retention money** in an amount equivalent to at least **two (2%)** of every progress payment, or a special bank guarantee equivalent to at two percent (2%) of the Contract Price. The said amount shall only be released after the lapse of the warranty.
- iv. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty.

- v. Upon receipt of such notice, the Supplier shall, within thirty (30) days, shall repair or replace the defective Goods or parts thereof, without costs to the Procuring Entity.
- vi. If the Supplier, having been notified, fails to remedy the defect(s) within thirty (30) days, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.

15. Delays in the Supplier's Performance

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

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

iii. Except as provided under Clause 20, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to Clause 16, unless an extension of time is agreed upon pursuant to Clause 29 without the application of liquidated damages

16. Liquidated Damages

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

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

17. Limitation of Liability

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

18. Termination for Default

- i. The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:
 - a. The Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price;
 - b. The Supplier fails to perform any other obligation under the Contract.
- ii. In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under Clauses 18 to 21, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.
- iii. In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

19. Termination for Insolvency

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

20. Termination for Convenience/ under Existing Condition/s

- i. The Procuring Entity may terminate this Contract, in whole or in part, at any time if it has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies, provided that the Parties shall commence negotiation to resolve these conditions prior to the termination.
- ii. The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:
 - a. to have any portion delivered and/or performed and paid at the contract terms and prices; and/or
 - b. to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.
 - c. If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum meruit* basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.

21. Termination for Unlawful Acts

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

- a. Corrupt, fraudulent, and coercive practices as defined in Section 2 Paragraph II (Conditions of the Contract) of this TOR.
- b. Drawing up or using forged documents;

- c. Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
- d. Any other act analogous to the foregoing.

22. Procedures for Termination of Contracts

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

- i. Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
- ii. Upon recommendation by the Implementing Unit, the Head of the Procuring Entity shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:
 - a. that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
 - b. the extent of termination, whether in whole or in part;
 - c. an instruction to the Supplier to show cause as to why this Contract should not be terminated; and
 - d. special instructions of the Procuring Entity, if any.
- iii. The Notice to Terminate shall be accompanied by a copy of the Verified Report;
- iv. Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the Head of the Procuring Entity a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the Head of the Procuring Entity shall issue an order terminating this Contract;
- v. The Procuring Entity may, at any time before receipt of the Supplier's verified position paper to withdraw the Notice to Terminate if it is determined

that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;

vi. Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the Head of the Procuring Entity shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;

vii. The Head of the Procuring Entity may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the Head of the Procuring Entity; and

viii. The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination

23. Assignment of Rights

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

24. Contract Amendment

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

25. Application

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

SECTION III.
SCHEDULE OF REQUIREMENTS

**Procurement of Go Bag
through Emergency Procurement under the Bayanihan 2**

Approved Budget Contract: Php 3,500,000.00

SCHEDULE OF REQUIREMENTS

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

ITEM NR	DESCRIPTION	QTY (Set)	DELIVERY PERIOD	DELIVERY PLACE
1	Go- bag set	1,000	Fifteen (15) Calendar Days upon receipt of NTP	1 ST Supply Bn, 1LSG, Army Support Command, PA Fort Andres Bonifacio Taguig City

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

Name of Company (in print)

Signature of Company Representative

Name & Designation (in print)

Date

SECTION IV.
TECHNICAL SPECIFICATIONS

SECTION V. FORMS

**Omnibus Sworn Statement
For the Conduct of Procurement Activities under Republic Act No. 11494
or the Bayanihan to Recover as One Act**

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];

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 its association or relation 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 examine all of the Bidding Documents;
- b. Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
- c. Made an estimate of the facilities available and needed for the contract to be bid, if any; and
- d. Inquire or secure Supplemental/Bid Bulletin(s) issued for the [Name of the Project].

9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

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

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

Name and Signature of Bidder's
Authorized Representative

[Jurat]

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

(Company Letterhead)

**Procurement of Go Bag
through Emergency Procurement under the Bayanihan 2**

Approved Budget Contract: Php 3,500,000.00

WARRANTY UNDERTAKING

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

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

Signature of Company Representative

Name & Designation

Date

(Company Letterhead)

**Procurement of Go Bag
through Emergency Procurement under the Bayanihan 2**

Approved Budget Contract: Php 3,500,000.00

PRICE PROPOSAL

Description	Qty (sets)	ABC Price (Php)		Bidder's Proposal (Php)	
		U/P	Total Price	U/P	Total Price
GO BAG	1,000	3,500.00	3,500,000.00		
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.					

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

Name of Company (in print)

Signature of Company Representative

Name & Designation (in print)

Date

Annex "3-1"

PRICE PROPOSAL
(1 set of GO BAG)

L/I	PARTICULARS	QTY	UOM	ABC PRICE		BIDDER'S PROPOSAL	
				UNIT PRICE	AMOUNT	U/P	TOTAL PRICE
1	Lagundi tablet 600mg	9	piece	9.00	81.00		
2	Cotton Balls 10 grams	1	pack	3.50	3.50		
3	Sterile Gauze 4 x 4	1	piece	43.00	43.00		
4	Sterile Gauze 3 x 3	1	piece	31.00	31.00		
5	Sterile Gauze 2 x 2	1	piece	22.00	22.00		
6	Sterile surgical Gloves, latex Size 7.5	1	pair	95.00	95.00		
7	Torniquet	1	piece	80.00	80.00		
8	Omeprazole, Capsule 20mg	12	piece	10.00	120.00		
9	Paracetamol, tablet 500mg	18	piece	5.50	99.00		
10	Loperamide, Capsule 2mg	12	piece	11.00	132.00		
11	Elastic Bandage, 3 inches x 5 yards	1	roll	95.00	95.00		
12	Disposable Gloves pvc , assorted sizes	1	pair	98.00	98.00		
13	Povidone Iodine, 15mL	1	bottle	99.00	99.00		
14	Hydrogen Peroxide, 3% solution, 120mL	1	bottle	98.00	98.00		
15	Alcohol, 60mL	1	bottle	55.00	55.00		
16	Medical Pouch ≥ 23cm x 13cm x 7.5cm	1	piece	165.00	165.00		
17	Flashlight Kit: 1 Super Bright Tactical LED Flashlight, 1 Rechargeable Battery 1 3.7 V, 1 Battery Charger, 1 Case.	1	set	395.00	395.00		
18	Personal Protective Equipment Suit	1	each	495.00	495.00		
19	Helmet, orange/white	1	piece	395.00	395.00		
20	Face Shield	1	piece	15.00	15.00		
21	Pack, Bag--Special nylon with non PVC backing, wide opening, multiple pockets with reflectorized strips (3 sides) with sternum straps, color orange, size is 16 inches by 12.5 inches, water-resistant	1	each	883.50	883.50		
TOTAL					3,500.00		

Name of Company (in print)

Signature of Company Representative

Name & Designation (in print)

Date

Annex "4"

(Company Letterhead)

**Procurement of Go Bag
through Emergency Procurement under the Bayanihan 2
Approved Budget Contract: Php 3,500,000.00**

BILL OF QUANTITIES

Description	Qty	Unit Price (Php)	Total Price (Php)
GO BAG	1,000 sets		

NOTE: Where a required item is provided but no price is indicated, the same shall be considered as non-responsive but specifying a zero (0) or dash (-) for the said item would mean that it is being offered for free to the Government.

Name of Company (in print)

Signature of Company Representative

Name & Designation (in print)

Date

(Company Letterhead)

**Procurement of Go Bag
through Emergency Procurement under the Bayanihan 2
Approved Budget Contract: Php 3,500,000.00**

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 CIF named place (specify border point or place of destination)	Total CIF or CIF price per item (col. 4 x 5)	Unit Price Delivered at Place (DAP)	Unit price Delivered Duty Paid (DDP)	Total Price -(if DAP col 4X7) -(If DDP col 4X8)

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

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

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

(Company Letterhead)

**Procurement of Go Bag
through Emergency Procurement under the Bayanihan 2
Approved Budget Contract: Php 3,500,000.00**

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.