

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

# **BIDDING DOCUMENTS**

for the

Procurement of 5,400 each Blanket, OD

**QM PABAC1 013-24** 

ABC: Php2,970,000.00

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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.

 $\mathbf{EXW} - \mathbf{Ex}$  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

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

# INVITATION TO BID FOR THE PROCUREMENT OF 5,400 EACH BLANKET, OD

- 1. The Philippine Army, through the Philippine Army Appropriation CY 2024 with OG10 Certification dated 15 August 2023 valid until 31 December 2024, intends to apply the sum of Two Million Nine Hundred Seventy Thousand Pesos (PhP2,970,000.00) being the ABC to payments under the contract for the Procurement of 5,400 each Blanket, OD under QM PABAC1 013-24. 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 **Ninety (90) calendar days** from the receipt of Notice to Proceed (NTP) by the supplier, which date shall not be later than seven (7) days from the issuance of NTP. Bidders should have completed, within five (5) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
- 3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
  - Bidding is open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the 2016 revised IRR of RA No. 9184
- 4. Prospective Bidders may obtain further information from the Philippine Army and inspect the Bidding Documents at the address given below office hours (8:00AM to 4:00PM) on weekdays only (except holidays).
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on 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 Five Thousand Pesos (PhP5,000.00). 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	Office of the PABAC1,
2. Pre-Bid Conference	05 October 2023 @ 1:30 P.M.	Fort Andres
3. Submission of Bids	On or before <u>18 October 2023</u> @ 1:30 P.M.	Bonifacio, Taguig City
4. Opening of Bids	18 October 2023 @ 1:30 P.M. 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 Sections35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

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

11. For further information, please refer to:

#### Office of the PA Bids and Awards Committee 1

Fort Andres Bonifacio, Taguig City

### **BGEN ANTONIO C ROTA JR 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:

**BGEN ANTONIO C ROTA JR PA** 

PABAC1 Chairperson

# Section II. Instructions to Bidders

# 1. Scope of Bid

The Procuring Entity, Philippine Army wishes to receive Bids for the **Procurement of 5,400 each Blanket, OD under QM PABAC1 013-24**.

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 CY 2024 in the amount of **Two Million Nine Hundred Seventy Thousand Pesos** (PhP2,970,000.00).
- 2.2. The source of funding is: National Expenditure Program 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. 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)
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

# 6. Origin of Goods

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

### 7. Subcontracts

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

# 8. Pre-Bid Conference

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

# 9. Clarification and Amendment of Bidding Documents

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

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

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

## 11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII** (Checklist of Technical and Financial Documents).
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

### 12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, exwarehouse, ex-showroom, or off-the-shelf, as applicable);
    - ii. The cost of all customs duties and sales and other taxes already paid or payable;

- iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
- iv. The price of other (incidental) services, if any, listed in e.
- b. For Goods offered from abroad:
  - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
  - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications).**

# 13. Bid and Payment Currencies

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

## 14. Bid Security

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

# 15. Sealing and Marking of Bids

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

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

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

### 16. Deadline for Submission of Bids

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

# 17. Opening and Preliminary Examination of Bids

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

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

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

### 18. Domestic Preference

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

# 19. Detailed Evaluation and Comparison of Bids

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

  One Project 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

# **Bid Data Sheet**

	Diu Data Sileet
ITB	
Clause	
5.3	For this purpose, contracts similar to the Project shall be:
	a. Supply and Delivery of <b>Any Sewn Items</b> ; and
	b. Completed within five (5) years prior to the deadline for the submission and receipt of bids.
7.1	No portion of the contract or project shall be sub-contracted.
10	For foreign bidders, the equivalent document/s issued by the appropriate authority in the country of origin of the bidder concerned must be presented. If said document has no appropriate equivalent, a Certificate of Inexistence of Appropriate Foreign Equivalent may be submitted.
	The local representative of Foreign Bidders shall also submit PhilGEPS Certificate of Registration (Platinum Membership), or a Valid and Current Proof of Authority issued by the foreign bidder (in case the authorized local representative is an individual).
	In case of a Joint Venture, each JV partner shall submit the required Legal Documents.
12.1	The price of the Goods shall be quoted DDP at GS Warehouse, 1LSG, Army Support Command, PA, Camp General Servillano Aquino, San Miguel, Tarlac City and GS Warehouse, 2LSG, Army Support Command, PA, Camp General Arturo Enrile, Malagutay, Zamboanga City in the applicable International Commercial Terms (INCOTERMS) for this Project. (Locally Manufactured = No INCOTERMS;
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:
	a. The amount of not less than Php59,400.00 [two percent (2%) of the ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or
	b. The amount of not less than Php148,500.00 [five percent (5%) of the ABC], if bid security is in Surety Bond.
	Note: The bid security shall be payable to the Procuring Entity, however, if it is in the form of a manager's check, it shall be payable to the Collecting Officer, Finance Center, PA.
	ABC], if bid security is in cash, cashier's/manager's check, be draft/guarantee or irrevocable letter of credit; or  b. The amount of not less than Php148,500.00 [five percent (5%) of ABC], if bid security is in Surety Bond.  Note: The bid security shall be payable to the Procuring Entity, however, if it is in form of a manager's check, it shall be payable to the Collecting Officer, Final

15		idder shall s			_		otocop	ies of the first
		Unsealed ar original cop	_		_		o submi	t the required
19.3	The Pro	oject shall be	e awarded	l as one	contract.			
	Des	cription	Qty	Unit	U/P	ABC		End User
	Bla	nket, OD	5,400	each	550.00	2,970,00	0.00	OG1, PA
20.2	Post-Q	ualification l	Requirem	ents:				
	TAB	Addition	nal Post Q	ualifica	tion Requi	irements	Le	gal Basis
	A	Exchange Departmen proprietors Authority equivalent	Commiss t of Trade hip, or (CDA) documen	tion (SE e and In Cooper for c	C) for co dustry (D) rative De ooperative			Revised IRR A No 9184
	В	Permit issu	ed by the	local g	overnment	r Business t where the er is located		Revised IRR A No 9184
	С	Tax Cleara 398, Series		tificate	per Execu	tive Order		Revised IRR A No 9184
	D	and paid tl	nrough th ystem (el x returns	e BIR I FPS). To are tho	Electronic he latest in se within t			Revised IRR A No 9184
	E	current ass if manuall generated email to th issued by the duly accre the precedi	ers, the pets and lifty filed of Transactine system the Burea dited and ing calendar two (2)	rospecti abilities or "atta tion Ref user" u of Intal author dar year	ve bidder' stamped 'achment 'erence Nu if electron ternal Revoluted institution which shows a stamped in the shows	s total and 'received" of system umber and ically filed enue or its utions, for		Revised IRR A No 9184
	F	Prototype testing; O: PA)/Notice PA/PITC Certificate on the item the item b	R PQ To e of Pos BAC a of Final a n being b	est Rest st Qual as "Post Accepta id for; (	ult (RDC, ification st Qualiforce by the OR LCRB	ASCOM, issued by ied"; OR PA-TIAC	Protot and Ma Te Bla	of Required ype Samples d Swatch terials for esting for mket, OD under PEC NR IC-

	reckoned from the date of submission and opening of bid envelopes.	21BOD dtd 02 August 2013
	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
I	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
	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	2016 Revised IRR of RA No 9184
	Companies, Production Capability)	
<u> </u>	Vicinity map/location of the business	

### FOR FOREIGN MANUFACTURER/BIDDER:

➤ The equivalent to the above-enumerated Class "A" documents issued by country or place of business, in English shall be submitted. If not in English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, all said documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019.

The English translation shall govern, for purposes of interpretation of the bid; AND

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

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

# Section IV. General Conditions of Contract

## 1. Scope of Contract

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

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

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

# 2. Advance Payment and Terms of Payment

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

# 3. Performance Security

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

# 4. Inspection and Tests

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

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

# 5. Warranty

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

# 6. Liability of the Supplier

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

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

# Section V. Special Conditions of Contract Special Conditions of Contract

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

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

The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

## **Packaging** –(if applicable)

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

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

The outer packaging must be clearly marked as specified in Section 5. Packaging and Packing of the Technical Specification for this Project.

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

#### **Transportation** –

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

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

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

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

## **Intellectual Property Rights –**

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

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

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

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

warranty period provided in SCC Clause 5.1 in the Bidding Documents;

- f. Expiration Date: **One Hundred Twenty (120) calendar days** from issue date of the L/C
- g. The terms of payment shall be as follows: "One-time Payment" be made to the supplier at the time of **final acceptance of the goods** by the Procuring Entity in accordance with Section VI. Schedule of Requirements, and the submission or presentation of the following documents:
  - i. Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
  - ii. Negotiable, clean shipped on-board Bill of Lading marked "Freight Pre-Paid" and/or "Non-Negotiable Bill of Lading" or "Airway Bill";
  - iii. Original Supplier's factory inspection report or certificate of pre-shipment test and inspection report by PA TIAC (as applicable);
  - 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).
- If the Performance Security is in the form of a Surety Bond, it must be in the name of the Philippine Army/AFP, and its validity must be until the issuance by the Procuring Entity of the Certificate of Final Acceptance. The Surety Bond must be duly notarized and signed by the Supplier's authorized representative indicating therein his/her full name.
  - 4 The inspections and tests that will be conducted are:
    - a. **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.

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.

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

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

#### Notes:

- 1) Pre-shipment inspection of the items to be conducted by Philippine Army Inspection Team.
- 2) Supplier/Contractor shall notify the Procuring Entity once the items for delivery/shipment is ready for inspection by the PA-TIAC.
- 3) All incidental and related expenses relative to inspection particularly travel, board and lodging expenses shall be for the account of the supplier. The samples shall be over and above the quantity to be delivered.
- 4) The PSI shall be conducted in accordance with the prescribed PA Test and Acceptance Procedures.
- 5) All cost related to the testing, including the samples for random testing, shall be for the account of the bidder/supplier.
- 6) Item/s subject for destructive testing shall be included during delivery, but shall not be counted as part of the quantity being delivered.

### c. **Final Inspection and Acceptance** at the Delivery Site.

- i. Completeness and appropriateness of the delivered goods shall be conducted by the Procuring Entity's representative (PATIAC) at the delivery site. Expenses incurred related hereto particularly travel and board and lodging expenses shall be borne by the Procuring Entity.
  - 1) Certificate of Final Acceptance by the TIAC
  - 2) Inspection and Acceptance Report by GS, PAO, PA or its FPAO in the delivery site.
- ii. Non-Acceptance of Items In case items are rejected, Philippine Army Technical Inspection and Acceptance Committee (PATIAC) shall issue Certificate of Non-Acceptance on the cause of non-compliance of the item. A corresponding Notice of Non-Acceptance shall then be issued by Philippine Army Procurement Center (PAPC) to the supplier further advising that the period for replacement of defective item is within thirty (30) calendar days from receipt thereof.

Once the allowable period of replacement exceeds, the contract shall be terminated. Supplier shall be subjected to blacklisting due to termination for default.

The warranty shall be covered by, either retention money in an amount equivalent to five percent (5%) of every progress payment, or a special bank guarantee equivalent to five percent (5%) of the Contract Price in favor of the Armed Forces of the Philippines. The Obligation for the warranty shall only be released after the lapse of the warranty period.

The warranty period shall be **six (6) months** after acceptance by the Procuring Entity of the delivered Goods.

The goods to be delivered must have been manufactured not more than **six** (6) **months** from the date of delivery.

# 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	Delivery Period	Quantity (sets)	Delivery Place
District OD		3,150 each	GS Warehouse, 1LSG, ASCOM, PA, Camp General Servillano Aquino, San Miguel, Tarlac City
Blanket, OD	Full delivery Within Ninety (90) Calendar Days upon Receipt of NTP	2,250 each	GS Warehouse, 2LSG, Army Support Command, PA, Camp General Arturo Enrile, Malagutay, Zamboanga City

# Section VII. Technical Specifications

GENERAL HEADQUARTERS
ARMED FORCES OF THE PHILIPPINES
OFFICE OF THE QUARTERMASTER GENERAL
Camp General Emilio Aguinaldo
Quezon City

AFP SPECIFICATION

QM SPEC NR IC-21BOD
AUS [ 2 2013
Supersedes
QM SPEC NR C-55BF-PA dtd
24 March 2004 and
QM SPEC NR C-55BA dtd
19 June 2000

#### BLANKET, OD

#### GENERAL

- 1.1 Scope This specification covers one type of Blanket, OD for use of military personnel of the Armed Forces of the Philippines.
- 1.2 Grade The finished Blanket, OD shall be of the quality and grade of product prescribed by this specification.
- 1.3 Size The size of the finished Blanket, OD shall be 210 cm (minimum) long and 152 cm (minimum) wide.

#### 2. REQUIREMENTS

- 2.1 First Article Two (2) finished samples of Blanket, OD shall be submitted to the Office of The Quartermaster General or equivalent office in the Major Services and subjected to first article inspection accordance with para 3.1.
- 2.2 Basic Material The basic material shall be 100% polyester yarn dyed Olive Drab (OD), knitted and conforming with the following requirements:

F	abr	ic	Cour	11/2	54	cm
	anı	10	Coul	IUZ.	04	Cili

Wales - - - - - 32 (min)
Course - - - 24 (min)

Thickness, mm - - - 0.82 (min)

Weight, g/m² - - - 220 (max)

Bursting Strength, kg/cm² - - - 9.9 (min)

Type of Knit - - - - Plain Knit

Page 1 of \_\_ pages

AFP SPECIFICATION

QM SPEC NR IC-21BOD ALIG P ? 2013

Colorfastness

AATCC Gray Scale Rating

Laundering Perspiration

Change in Color Grade 4 (minimum) Grade 4 (minimum)

Staining Grade 4 (minimum)

Grade 4 (minimum)

Color Quality (Color Difference) ----- 1.5 (maximum)

(Spectrophotometric Method)

- 2.2.1 Thread The thread for all sewing shall be nylon or polyester, of the same color shade as the basic material, yarn size of 116 denier (minimum), 2 ply (minimum) and breaking strength of 2.3 kg (minimum).
- 2.2.2 Binding Tape The edges of the blanket shall be sewed with a binding tape made of nylon or polyester cloth, 2.60 ± 0.1 cm wide, of the same color shade as the basic material.

#### 2.3 Construction

- 2.3.1 Cutting The blanket shall be cut from one piece of material as specified in para 2.2 and shall be in accordance with the design as shown in the attached illustration.
- 2.3.2 Hem, Blanket The ends of the blanket shall be reinforced with binding tapes as specified in para 2.2.2. There shall be 7 to 9 stitches per 2.54 cm.

#### Workmanship

- Design The blanket shall be of the design essentially the same as shown in the attached illustration.
- 2.4.2 Manufacturer's Label Each blanket shall have a manufacturer's label printed on a piece of cloth with indelible ink or by dry heat transfer process of equal fastness and sewed on the back of the blanket 5 cm from the edges at the lower left corner using Arial Font, Size 20. The contents of the label shall consist of the following:

BLANKET, OD QM SPEC NR Name of Manufacturer Lot No.

2.4.3 AFP Marking - The "AFP" marking shall be at the center on the face of the blanket, printed with black waterproof paint using Stencil Font, Size 400.

Page 2 of pages

AFP SPECIFICATION

QM SPEC NR IC-21BOD AUS 0.2 2013

#### 3. VERIFICATION

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

#### 3.2 Sampling

- 3.2.1 Samples of materials, components and other items entering into the manufacture of the blanket, OD shall be taken at random from time to time by AFP inspectors for purposes of examination and to determine compliance with the requirements of this specification.
- 3.2.2 Pre-production Sample Before actual production starts, the contractor/manufacturer shall submit two (2) samples of the finished blanket, OD to the Office of The Quartermaster General, AFP or equivalent office in the Major Services to determine extent of compliance with the requirements of the specification.

#### 4. QUALITY ASSURANCE PROVISIONS

- 4.1 Responsibility for Inspection Unless otherwise specified in the contract or purchase order, the contractor is responsible for the performance of all inspection requirements as specified herein. Except as otherwise specified in the contract or purchase order, the contractor may use his own or any other facilities suitable for the performance of the inspection requirements specified herein, unless disapproved by the Government. The Government reserves the right to perform any of the inspections set forth in this document where such inspections are deemed necessary to assure supplies and services conform to prescribed requirements.
- 4.2 Responsibility for Compliance All items must meet all requirements of Sections 2 and 3. The inspection set forth in this document shall become a part of the contractor's overall inspection system or quality program. The absence of any inspection requirements in the document shall not relieve the contractor of the responsibility of assuring that all product or supplies submitted to the Government for acceptance comply with all requirements of the contract. Sampling in quality conformance does not authorize submission of known defective material, either indicated or actual, nor does it commit the Government to acceptance of defective material.
- 4.3 Bid Samples One (1) piece bid sample of blanket, OD shall be submitted to RDC, ASCOM, PA to determine the extent of compliance with this specification insofar as quality of materials used is concerned. One (1) bid sample of blanket, OD shall be submitted to the Office of The Quartermaster General, AFP to determine the extent of compliance with this specification insofar as workmanship, style and finish are concerned.

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AFP SPECIFICATION

QM SPEC NR IC-21BOD

#### 5. PACKAGING AND PACKING

- 6.1 Packaging Each blanket, OD shall be folded and placed in a transparent cellophane bag. The open end of the bag shall be folded and closed with a transparent tape.
- 6.2 Packing Twenty (20) pieces of blanket, OD shall be packed in a corrugated carton. The top cover shall be sealed with a binding tape and finally secured with nylon straps. The box shall be labeled as follows:

BLANKET, OD (Name of Manufacturer) Qty: 20 pcs Lot No.

#### 6. NOTES

- 6.1 The contractor/manufacturer shall notify the Office of The Quartermaster General, AFP or equivalent office in the Major Services at least seven (7) days before actual production starts so that AFP inspectors can be assigned to oversee the process of manufacture to be followed and to inspect the quality of materials to be used
- 6.2 Any point not covered by this text shall be governed by the attached illustration which shall be followed in every detail.

RAFAEL A SERA JOSE
Colonel, PA (GSC)
The Quartermaster General, AFP

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GENERAL HEADQUARTERS
ARMED FORCES OF THE PHILIPPINES
OFFICE OF THE QUARTERMASTER GENERAL
Camp General Emilio Aguinaldo
Quezon City

### TEST PARAMETERS

BLANKET, OD AUS C 2 2013

TEST PARAMETERS			CLASSIFICATION OF DEFECTS	
	LUIU	Major	Minor	
Finished Measurements, cm				
Length, cm	210 (minimum)	X	1	
Width	152 (minimum)	Х		
Basic Material	100% polyester	Х		
Color	OD	Х		
Fabric Count				
Wales	32 (minimum)		X	
Courses	24 (minimum)		Х	
Thickness, mm	0.82 (minimum)		X	
Bursting Strength, kg/cm <sup>2</sup>	9.9 (minimum)	Х		
Weight, g/m <sup>2</sup>	220 (maximum)		X	
Type of Knit	Plain Knit	·	X	
Colorfastness				
Laundering	AATCC Gray Scale Rating			
Change in Color	Grade 4 (minimum)	Χ	1	
Staining	Grade 4 (minimum)	Х		
Perspiration				
Change in Color	Grade 4 (minimum)	Х		
Staining	Grade 4 (minimum)	Х		
Color Quality (Color Difference)	1.5 (maximum)	Х		
(Spectrophotometric Method)				
Thread, Sewing	Nylon or Polyester		х	
Color	Same color shade as basic material	Х		
Yarn Size, Denier	116 (minimum)		X	
No. of Ply	2 (minimum)		Х	
Breaking Strength, kg	2.3 (minimum)	Х		
Binding Tape	Polyester or nylon cloth		Х	
Color	Same color shade as basic material	Х		
Width, cm	2.60 <u>+</u> 0.1 cm		Х	
Construction	Shall be cut from one piece material	Х		
	The ends of the blanket shall be reinforced with	Х		
	binding tapes having 7 - 9 stitches/2.54 cm			
	having 7 – 9 stitches per 2.54 cm		Х	
Design	Shall be as illustrated in the specification	Х		
Manufacturer 's Label	Shall have a manufacturer 's label	Х		
Location	Printed on a piece of cloth with indelible ink or by dry heat transfer process of equal fastness	х		

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тот	AL TEST POINTS		20	16
Type of Paint		Waterproof paint	Х	
Location		Shall be at the center on the face of the blanket		Х
Type of Lettering		Stencil Font, Size 400		Х
AFP Marking		With AFP Marking	Х	
Contents of Label		BLANKET, OD QM SPEC NR (Name of Manufacturer) Lot No:		х
Type of Lettering		Arial font, Size 20		Х
		sewed on the back of the blanket 5 cm from the edges at the lower left corner		×

RAFAEL A SERA JOSE Colonel PA (GSC) The Quartermaster General, AFP By 20 a world-class Army that is a source of national pride.

# HEADQUARTERS PHILIPPINE ARMY

## OFFICE OF THE ARMY CHIEF QUARTERMASTER

Fort Andres Bonifacio, Metro Manila

#### **TEST AND EVALUATION PROCEDURE (TEP)**

DEC 1 5 2022

#### BLANKET, OLIVE DRAB QM SPEC NR IC-21BOD dated 02 Aug 2013

#### A. POST QUALIFICATION INSPECTION

SECTION 1 - GENERAL

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

#### SECTION 2 - PROCEDURES

#### 1. PHYSICAL INSPECTION

1.1 Purpose: To determine the conformance of the physical characteristics of the Blanket, Olive Drab to the required specifications.

#### 1.2 Procedures:

1.2.1 Submission of two (2) sets of fabric (4 meters per set), other swatch materials and three (3) sets of Prototype Sample from the authorize representative of the supplier.

1.2.2 The one (1) set of fabric and one (1) prototype sample will be retained at the OACQM as reference.



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#### 2. TESTING

DEC 1 5 2022

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

#### 2.2. Procedures:

- 2.2.1 All tests will be conducted at RDC. However, other governed accredited testing facility can be allowed provided that Research Development Center (RDC), ASCOM can no longer/ unable to conduct the test.
- 2.2.2 The swatch materials such as one (1) set of fabric and two (2) prototype samples will be sealed and signed by the PA TWG representative/s and authorize representative of the supplier and will be sent to RDC, ASCOM or other government accredited third party testing facilities together with the letter request signed by Chairperson, TWG.
- 2.2.3 RDC or other government accredited third party testing facilities, as applicable will conduct the required tests based on indicated Test Parameters.
- 2.2.4 Re-Test is allowed in the event that the inspecting committee finds reservations on the results; the Procuring Entity reserves the right for a retest from any government accredited third party testing facilities.
- 2.2.5 Contractor /Supplier shall submit another one (1) set of fabric and two (2) prototype samples to any government accredited testing facilities to be witnessed by the representative/s of the Contractor/Supplier and the representative of the Procuring Entity to determine that the test methods and evaluations are being executed in the same manner as stipulated in the specification.
- 2.2.6 RDC or other government accredited third party testing facilities, as applicable will issue a Post Qualification Test Report to the Chairperson, TWG for evaluation.

#### 3. EVALUATION

- 3.1 Purpose: To determine the conformance of the contractor on the Technical Specification through evaluation of the PQ Test Report.
  - 3.2 Procedures:
- 3.2.1 Technical Working Group (TWG) will evaluate the PQ Test Report.
- 3.2.2 One (1) major and/or more than 9.9% of the total minor defect test points conducted shall be evaluated as "Failed".

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

SECTION 1 - GENERAL

1. AUTHORITY: The procedure is being conducted in line with the provisions of the RA 9184.



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DEC 1 5 2022

- OBJECTIVE: The objective of this procedure is to determine the compliance to the technical specification of the samples selected randomly during the Pre-shipment Inspection/Pre-Delivery Inspection.
- 3. SCOPE: This procedure will be conducted only during PSI/PDI of Blanket, Olive Drab.
- 4. METHODOLOGY: The tests shall include visual, physical, and RDC testing of the Blanket, Olive Drab. All items selected for testing shall be replaced by the supplier. Testing shall also be conducted to other government accredited third party testing facilities, as applicable. Testing fees and all expenses related to PSI/PDI shall also be shouldered by the supplier.
- 5. ACCEPTANCE CRITERIA: The rating that will be applied for this test will be based on Sampling Procedures and Tables for Inspection by Attributes MIL STD 105E. Any major defect or more than 9.9% of the total minor test points found shall be a ground for non-acceptance of the delivery. Correction of defects shall be allowed based on the contract.
  - SAMPLES: As per MIL STD 105E.

#### SECTION 2 - PROCEDURES

#### 1. PHYSICAL/VISUAL INSPECTION

- 1.1 Purposes:
- 1.1.1 To determine the conformance of the physical characteristics of the Blanket, Olive Drab to the required specification prior to delivery.
  - 1.1.2 To determine completeness of quantity to be delivered.
  - 1.2 Procedures:
- 1.2.1 Check the completeness of the quantity of Blanket, Olive Drab to be delivered based on the Schedule of Requirements.
  - 1.2.2 Randomly select samples based on the lot size to be delivered.
- 1.2.3 Check if the sample cloth provided during the PQ inspection and finished product during PSI/PDI are the same, as applicable.
- 1.2.4 Conduct visual and physical inspection based on the attached visual inspection checklist on randomly selected Blanket, Olive Drab.
- 1.2.5 If the item passed on the visual inspection, select the required samples for RDC testing or to other government accredited third party testing facilities, as applicable and reference sample of AQM to be signed by inspector and the supplier representative.
- 1.2.6 Re-Test is allowed in the event that the inspecting committee finds reservations on the results, the Procuring Entity reserves the right for a retest from any government accredited testing facilities.



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By 20 a world-class Army that is a source of national pride.

DEC 1 5 2022

1.2.7 Contractor/ Supplier shall submit another two (2) prototype samples to any government accredited testing facilities to be witnessed by the representative/s of the Contractor/Supplier and the representative of the Procuring Entity to determine that the test methods and evaluations are being executed in the same manner as stipulated in the specification.

1.2.8 PSI/PDI team will issue PSI/PDI report.

#### C. FINAL INSPECTION/ACCEPTANCE

#### SECTION 1 - GENERAL

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

#### SECTION 2 - PROCEDURES

#### 1. PHYSICAL COUNT

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

#### 1.2 Procedures:

1.2.1 Account for the completeness (quantity) of the Blanket, Olive

Drab delivered.

1.2.2 Visually inspect the selected samples for the physical state of delivered items based on the attached visual inspection checklist.

Prepared by:

Noted by:

GENER C CONTILLO

Major (QMS) PA

Chief, Plans & Research Branch

DEXTER A MACASAET Colonel MNSA (QMS) PA

Chie

PGS P

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# Section VIII. Checklist of Technical and Financial Documents

# **Checklist of Technical and Financial Documents**

I. TE	CHNICAL COMPONENT ENVELOPE
	Class "A" Documents
TAB	Legal Documents
A	Valid and updated PhilGEPS Registration Certificate (Platinum Membership) in accordance with Section 8.5.2 of the revised IRR of RA No. 9184 (updated 03 July 2023) and GPPB Resolution 15 - 2021 dated 14 October 2021.
	Technical Documents
В	Duly signed <b>Statement of the prospective bidder of all its ongoing government and private contracts</b> , including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid. ( <b>Annex 1</b> )
	*The bidder may make a reservation under oath in a notarized document not to disclose the name of its client on the ground of an existing confidentiality agreement but must disclose the amount, status, kind of goods, and name of the project for purposes of validating the NFCC, subject to the full disclosure during post-qualification. In this connection, the bidder may keep the name of the client from the statement of ongoing contracts.
С	Statement of the bidder's <b>Single Largest Completed Contract (SLCC)</b> of similar nature within the last <b>five (5) years</b> from the date of the Receipt and Opening of Bid Envelope.
	Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to at least twenty-five percent (25%) of the ABC (Expendable Supplies).
	* For this project, "similar contract or project" shall pertain to the Supply and Delivery of "Any Sewn Items".
	<u>Financial Documents</u>
D	The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) (Annex 3-A); or
	A Committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation (Annex 3-B).
	* Should the bidder opt to submit NFCC, computation must be at least equal to the ABC to be bid, calculated as follows.

E

F

G

Η

NFCC = [(Current assets minus current liabilities) (15)] minus the value of all ongoing contracts, including awarded contracts vet to be started. \* The values of the domestic bidder's current assets and current liabilities shall be based on the latest Annual Income Tax Return and Audited Financial Statements filed thru eFPS. \* For foreign bidders, the value of the current assets and current liabilities shall be based on their latest Audited Financial Statements (AFS) prepared in accordance with international reporting standards. The NFCC computation shall be expressed in Philippine Peso based on the prevailing exchange rate as published in the BSP reference rate bulletin on the date of preparation of the AFS. \* If the prospective bidder opts to submit a Committed Line of Credit, it must be at least equal to ten percent (10%) of the ABC of the project issued by local universal or commercial bank. The amount of Committed Line of Credit must be Machine Validated. Class "B" Documents Duly signed Joint Venture Agreement (JVA) in case the joint venture is already in existence; or In the absence of a JVA, duly Notarized Statement/s from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful. Failure to enter into a joint venture in the event of a contract award shall be ground for the forfeiture of the bid security; or In case JVA is not applicable, the bidder must submit a duly signed **Statement** stating that JVA is not applicable in lieu of the foregoing (Annex 4). \*Note: The JVA should be specific to the project including the purpose and all supporting documents related thereto. Bid security in the prescribed form, amount and validity period; or a Notarized **Bid Securing Declaration (Annex 5).** Conformity with the Schedule of Requirements (Annex 6-A). Duly signed statement of compliance to Technical Specifications and Test and Evaluation Procedures (Annex 6-B). Warranty Undertaking (Annex 6-C).

Certificate from Armed Forces of the Philippines Procurement Service

(AFPPS) that the Bidder is **not Blacklisted and has no overdue delivery**; **or** 

Certificate of Replacement for Defective Items (Annex 6-D).

In the absence of the said Certificate, the Bidder shall submit a proof of application of the same stamped received by AFPPS if manually filed, or acknowledged received by the AFPPS through its official email address:afppsthree@gmail.com if electronically filed.

#### \*Note:

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

#### For Local Bidder:

- a. **Duly notarized Special Power of Attorney** For Sole Proprietorship if owner opts to designate a representative/s; OR
- b. **Duly notarized Secretary's Certificate** evidencing the authority of the designated representative/s, issued by the corporation, cooperative or the members of the joint venture.

### For Foreign Bidder:

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

#### OR

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

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

# **Bidding Forms**

Bidding Forms	Annex Nr
Statement of All On-going Government and Private Contracts including Contracts Awarded but not yet started, if any.	Annex 1
Statement of Single Largest Similar Completed Contract within the last five (5) years from date of submission and receipt of bids equivalent to at least 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
Certificate of Replacement for Defective Items	Annex 6-D
Omnibus Sworn Statement	Annex 7
Bid Form for the Procurement of Goods	Annex 8-A
Duly signed and Accomplished Financial Bid Form	Annex 8-B
Bid Prices and applicable Price Schedules	Annex 9

Annex 1

### (COMPANY LETTERHEAD)

# Procurement of 5,400 Each Blanket, OD Bid Ref. No. QM PABAC1 013-24 Approved Budget Contract: Php2,970,000.00

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	Order,	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	Order,	Value of Outstanding Contract
TOTAL							

Total Value of Outstanding Contr	ract:				_		
	CERTIFIED	CORRECT:					
Name & Signature of Authorized Representative							
	Posit	ion					
	Dai	te					

Annex 2

(Company Letterhead)

# Procurement of 5,400 Each Blanket, OD Bid Ref. No. QM PABAC1 013-24 Approved Budget Contract: Php2,970,000.00

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

CE	RTIFIED CORRECT	:
Name & Signa	ture of Authorized Re	presentative
	Position	
	 Date	

Annex 3-A

# CERTIFICATE OF NET FINANCIAL CONTRACTING CAPACITY

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

Dogga	This is to certify that our <b>Net Financial Contracting Capacity (NFCC)</b> is <b>Philippine</b>
bidding	( P) which is at least equal to the total ceiling price we are g.
	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, 2023.
	CERTIFIED CORRECT:
	Name & Signature of Authorized Representative
	Position
	 Date

Annex 3-B

# (Name of Bank) COMMITTED LINE OF CREDIT

Date:	
ARMED FORCES OF THE PHILIPF OFFICE OF THE PHILIPPINE AI Fort Andres Bonifacio, Metro Mani	RMY BIDS AND AWARDS COMMITTEE
1 of third es Bonnacio, Metro Manie	
PROJECT	
COMPANY/FIRM	·
ADDRESS	·
ADDRESS	·
AMOUNT	
AMOUNT	·
indicated above, commits to provide above-mentioned Contract, a credit exclusively used to finance the perfoterms, conditions and requirements.  The credit line shall be available and requirements.	sove Bank/Financing Institution with business address the (Supplier/Distributor/Manufacturer), if awarded the line in the amount specified above which shall be rmance of the above-mentioned contract subject to our tilable on the date of the submission of bid by the nd such line of credit shall be maintained until the project
is completed by the Contractor.	
in connection with the bidding requ	ned in favor of said (Supplier/Distributor/Manufacturer) irement of (Name of Procuring Entity) for the above- nat any false statements issued by us make us liable for
	annot be terminated or cancelled without the prior written LIPPINE ARMY BIDS AND AWARDS COMMITTEE.
Name and Signature of Authorized Fi	nancing Institution Office
Official Designation	
Concurred By:	
Name & Signature of (Supplier/Distri	butor/Manufacturer's) Authorized Representative
Official Designation	
<u> </u>	N TO BEFORE ME thisday ofat
, Philippines. Affiant exh	ibited to me his/her competent Evidence of identity as

defined	by	the	2004	Rules at	on	Notarial	Practice	(A.M. 	No.	02-8-13-SC),	issued	on
								NO	OTAI	RY PUBLIC		
Doc No: Page No												
Book No Series of												

Annex 4

# (Company Letterhead)

# Procurement of 5,400 Each Blanket, OD Bid Ref. No. QM PABAC1 013-24 Approved Budget Contract: Php2,970,000.00

a joint	certify that partner in the pro	•	•	will be participating w (name of project)				
Applic	the undersigned he above mention	•	that <b>Join</b>	Venture	Agreement	is	Not	
		CERTIFIED CO	ORRECT:					
	Name & Si	gnature of Autho	orized Repr	esentative				
		Positio	n					
		 Date	<del></del>					

					Annex 5
Name of Project: Public Bidding Nr: ABC:					
	BID-SECU	IRING DECLA	RATION		
REPUBLIC OF THE	· · · · · · · · · · · · · · · · · · ·				
BID-SECURING DE Invitation to Bid/Requ		n of Interest No. 1	1: (Insert refere	nce number)	
To: (Insert name and	address of the Pro	ocuring Entity)			
I/We, the undersigned	d, declare that:				
1. I/We understa Security, which may	and that, according be in the form of a	•		e supported b	oy a Bid
2. I/We accept to contract with any procured order; and (b) I/We with the Use of Bid Secured demand by the procured declaration of RA 9184; without	vill pay the applications, ring Declarations, ring entity for the on under Sections	period of two (2) yable fine provided, within fifteen (2) commission of ac 23.1 (b), 34.2, 40	rears upon receiunder Section (15) days from ts resulting to to 1,1 and 69.1, exc	pt of your Blace of the Guide receipt of the he enforcement of the ept 69.1 (f) of	cklisting elines on written nt of the
3. I/We understated following circumstance	and that this Bidces:	Securing Declara	ation shall ceas	se to be valid	l on the
	on of the bid valid	dity period, or an	y extension the	reof pursuant	to your
request; b) I am/we are deffect, and (i) I/We fato avail of said right;	eclared ineligible of ailed to timely file	1 1	1 1	•	
•	-				
IN WITNESS WHER (Year) at (Place of Ex		nto set my/our han	d/s this	day of	(Month)
	NAME O	,	THORIZED RI atory's legal cap FFIANT		TIVE
	D AND SWORN 'nes. Affiant exhib			•	

defined	by	the	2004	Rules at	Notarial	(A.M. ·	No.	02-8-13-SC),	issued	on
						NO	OTAI	RY PUBLIC		
Doc No:										
Page No	:									
Book No	<b>)</b> :									
Series of	f:									

Annex 6-A

# **SCHEDULE OF REQUIREMENTS**

Procurement of 5,400 Each Blanket, OD Bid Ref. No. QM PABAC1 013-24 Approved Budget Contract: Php2,970,000.00

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

Description	Quantity	Delivery Period	Delivery Place	Bidders Proposal
Blanket, OD	3,150 each	Full delivery Within <b>Ninety</b> ( <b>90) Calendar</b>	GS Warehouse, 1LSG, ASCOM, PA, Camp General Servillano Aquino, San Miguel, Tarlac City	
	2,250 each	Days upon Receipt of NTP	GS Warehouse, 2LSG, Army Support Command, PA, Camp General Arturo Enrile, Malagutay, Zamboanga City	

CL	KIII ILD CORRLEI.	
Name & Signa	ture of Authorized Repr	 esentative
	Position	
	 Date	

CEDTIFIED CODDECT:

Annex 6-B

### COMPLIANCE TO TECHNICAL SPECIFICATION

Procurement of 5,400 Each Blanket, OD Bid Ref. No. QM PABAC1 013-24 Approved Budget Contract: Php2,970,000.00

		ate "COMPLY" If proposal meets the technical specification						
		EAVE ANY BLANK. A "YES OR NO" ENTRY WILL NOT E	BE ACCEPTED.					
	FAILURE TO CONFORM WILL RESULT IN A RATING OF "FAILED".							
Ī	Quantity/Item	Required Technical Specifications/Test Parameters	Bidder's					
l	Description	•	Proposal					
	5,400 each Blanket, OD	Blanket, OD under QM SPEC NR IC-21BOD dtd 02 Aug 2013						

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 Represent	ative
Name & Designation	
Data	

Annex 6-C

(Bidder's Company Letterhead)

# **WARRANTY UNDERTAKING**

Procurement of 5,400 Each Blanket, OD Bid Ref. No. QM PABAC1 013-24 Approved Budget Contract: Php2,970,000.00

	ne) , (Title/Capa , hereby commits that s avor of the Philippine Army	hould we be awarded th	
This Undertaking project	g shall form part of the Tech	nical Requirements for	the aforesaid procurement
	Signature of Compa	ny Representative	_
	Name & De	esignation	
	Dat	<u>e</u>	

Annex 6-D

(Bidder's Company Letterhead)

# CERTIFICATE OF REPLACEMENT FOR DEFECTIVE ITEMS

Procurement of 5,400 Each Blanket, OD Bid Ref. No. QM PABAC1 013-24 Approved Budget Contract: Php2,970,000.00

	I/We,	(Name) ,	(Title/	Capacity)	, the duly authorized	representative of
(Compa	any/Bidder)	<u>,</u> hereby	commits that	t should we	be awarded the contract, v	we will replace all
defectiv	ve items <b>wit</b>	thin thirty (30) c	alendar day	<b>s</b> upon rece	ipt of Notice of Defects fro	om the Philippine
Army.						
six (6)		orther certifies that m the date of del	•	o be deliver	ed have been manufacture	d <b>not more than</b>
project.		ication shall form	n part of the	Technical R	equirements for the afores	said procurement
	Issued this	day of _	2023	in	, Philippines	
Name o	of Company	(Bidder)		Full Name	of Authorized Representat	iive
Addres	s			Signature	of Authorized Representati	ve
Tel. No	./Fax			E-mail Add	Iress	

Annex 7

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

[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES )		

# 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]

		/HEREOF, Philippines.		eunto se	t my hand	this day	of, 20	0
			Bidder	's Repre	sentative/A	uthorized S	Signatory	
defined by	, Philipping the 200	nes. Affiant 04 Rules of	exhibited t n Notarial	o me his/ Practice	her compet (A.M. No	day ent Evidence o. 02-8-13-S	e of identity	y as
		at						
					NOTA	ARY PUBLI	C	
Doc No:		_						
Page No:								
Book No:								
Series of:		_						

Annex 8-A

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

[shall be submitted with the Bid]

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

If our Bid is accepted, we undertake:

Name and address Amount and Purpose

of agent Currency Commission or

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

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

gratuity		
(if none, state "None") ]		

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

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

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of [name of the bidder] asevidenced by the attached [state the written authority].

We acknowledge that failure to sign each and every page of this Bid Form, including theattached Schedule of Prices, shall be a ground for the rejection of our bid.							
	•	·					
Name:	Legal capacity:	Signature:					
Duly authorize	ed to sign the Bid for and behalf o	f: Date:					

Annex 8-B

(Bidder's Company Letterhead)

Procurement of 5,400 Each Blanket, OD Bid Ref. No. QM PABAC1 013-24 Approved Budget Contract: Php2,970,000.00

# **FINANCIAL BID FORM**

Description	Qty	AI	BC Price	Bidder's Proposal		
2000	٦.,	U/P	Total Price	U/P	Total Price	
Blanket, OD	5,400 each	Php550.00	Php2,970,000.00			
TOTAL BID PRICE						
Total Bid Price (Amount in	Words):				1	
		BIDDER'S U	NDERTAKING			
I/We, the undersigned bidde OFFER to (supply/deliver/pe	•		•	ng Bid Bull	etins, as applicable, hereby	
I/We undertake, if our bid is bid documents, including the Notice of Award.						
Until a formal contract/order	confirmation is	prepared and si	gned, this Bid is bindir	ng on us.		
		Name of Con	npany (in print)			
	Sign	nature of Com	pany Representative	<del></del>		
		Name & Desig	gnation (in print)			
			Date			

Annex 9

FORM NO. 1

# (Bidder's Company Letterhead)

# Procurement of 5,400 Each Blanket, OD Bid Ref. No. QM PABAC1 013-24 Approved Budget Contract: Php2,970,000.00

## For Goods Offered From Abroad

١	Name of Bi	dder			.Invitation to Bid <sup>1</sup> NumberPage of				
1	2	3	4	5	6	7	8	9	
Item	Description	Country of origin	Qty	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered at Place (DAP)	Unit price Delivered Duty Paid (DDP)	Total Pr -(if DA col 4X7 -(If DDP 4X8)	
	lata. If the					inche dock		(0)	
	note: ir the applicable.	е рапіс	ular c	olumn is not ap	piicable ind	icate dash (	(–) or zero (	( <b>u)</b> , as	
_	[signature]					[in the capa	city of]	_	
С	Ouly author	rized to	sign E	Bid for and					
								nnex 9 RM NO. 2	
1	<sup>1</sup> If ADB, JICA and WB funded projects, use IFB.								

Page 61
Procurement of 5,400 each Blanket, OD

# (Bidder's Company Letterhead)

# Procurement of 5,400 Each Blanket, OD Bid Ref. No. QM PABAC1 013-24 Approved Budget Contract: Php2,970,000.00

# For Goods Offered From Within the Philippines

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

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

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

