

PHILIPPINE BIDDING DOCUMENTS

Procurement of Safety Gears and PPEs

IB NO. PB-2022-09

Government of the Republic of the Philippines

Sixth Edition
July 2020

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Section I. Invitation to Bid



Republic of the Philippines
Department of Health
BUREAU OF QUARANTINE
Manila



INVITATION TO BID FOR *Procurement of Safety Gears and PPES*

1. The *Bureau of Quarantine*, through the *General Appropriations Act 2022* intends to apply the sum of *One Million Nine Hundred Thirty Thousand Seven Hundred Pesos Only (Php 1,930,700.00)* for the *Procurement of Safety Gears and PPEs* under *IB No. PB-2022-09* being the ABC to payments under the contract for each lot/item. Bids received in excess of the ABC shall be automatically rejected at bid opening.

The *Bureau of Quarantine* now invites bids for the above Procurement Project. Delivery of the Goods is required by *One (1) year*. Bidders should have completed, within *Three (3) 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).

2. 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 restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

3. Prospective Bidders may obtain further information from *Bureau of Quarantine* and inspect the Bidding Documents at the address given below during *8:00AM to 5:00PM*.
4. A complete set of Bidding Documents may be acquired by interested Bidders on *May 17, 2022 to June 6, 2022* 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 Only (Php 5,000.00)* The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person or through electronic means.
5. The *Bureau of Quarantine* will hold a Pre-Bid Conference on *May 25, 2022, 9:00AM* at the *PE Conference Room, 2nd Floor PE Building, 25th and A.C Delgado Sts., Port Area Manila* and through *Webex Cisco* video conferencing which shall be open to prospective bidders. Link will be provided by the BAC Secretariat upon request prior to the said date.

6. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before June 6, 2022, 9:00AM. Late bids shall not be accepted.
7. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
8. Bid opening shall be on June 6, 2022, 9:00AM at the *PE Conference Room, 2nd Floor PE Building, 25th and A.C Delgado Sts., Port Area Manila* or via *Webex Cisco video conferencing*. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The *Bureau of Quarantine* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. The *Bureau of Quarantine* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:

BAC Secretariat
Bureau of Quarantine
25th and Delgado Sts., Port Area, Manila
5318-7500 loc. 117, Postal Code 1018
boqbac@gmail.com

13. You may visit the following websites:

For downloading of Bidding Documents: <http://quarantine.doh.gov.ph/>

IRELYN S. ANGEL MBA, CPA
BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, Bureau of Quarantine wishes to receive Bids for the Procurement of Safety Gears and PPEs for FY 2022 with identification number PB-2022-09.

The Procurement Project (referred to herein as “Project”) is composed of 2 lots, 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 *General Appropriations Act 2022* in the amount of *One Million Nine Hundred Thirty Thousand Seven Hundred Pesos Only (Php 1,930,700.00)*.

2.2. The source of funding is:

General Appropriations Act FY 2022

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 limited to those allowed under the rules may participate in this Project.
- 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:
 - a. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
- 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 Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.
- 7.2. *[If Procuring Entity has determined that subcontracting is allowed during the bidding, state:]* The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
 - 7.3. *[If subcontracting is allowed during the contract implementation stage, state:]* The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
 - 7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

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 Bureau of Quarantine, 25th and AC Delgado St. Port Area, Manila 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 Three (3) years-prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

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

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ 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 until 120 calendar days. 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.

¹ In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

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 may be. 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:

Option 2 – One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.
- 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

- 20.2. 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, *{[Include if Framework Agreement will be used:]* or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant, *}* 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

ITB Clause						
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p>Procurement of Safety Gears and PPEs for FY 2022</p> <p>Completed within <i>Three (3) Years</i> prior to the deadline for the submission and receipt of bids.</p>					
7.1	<i>[Specify the portions of Goods to be subcontracted, which shall not be a significant or material component of the Project as determined by the Procuring Entity.]</i>					
12	The price of the Goods shall be quoted DDP or the applicable International Commercial Terms (INCOTERMS) for this Project.					
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p style="margin-left: 40px;">a. The amount of not less than <i>Thirty Eight Thousand Six Hundred Fourteen Pesos Only (Php 38,614.00)</i> if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p style="margin-left: 40px;">b. The amount of not less than <i>Ninety Six Thousand Five Hundred Thirty Five Pesos Only (Php 96,535.00)</i> if bid security is in Surety Bond.</p>					
19.3	Item/ Lot No.	Description	Qty	Unit	Unit Cost	ABC
	1	Face Shield	32,700	piece	Php 30.00	Php 981,000.00
	2	Head Cover	32,700	piece	Php 7.00	Php 228,900.00
	3	Shoe Cover	32,700	pairs	Php 10.00	Php 327,000.00
	4	Yellow Trash Bag	930	pack	Php 200.00	Php 186,000.00
	5	Safety Boots • 4 units	1	Lot	Php 35,100.00	Php 35,100.00
		Safety Shoes Industrial • 4 units				
		Reflectorized Vest • 4 units				
		PPE Cover All • 4 units				
		Safety Helmet • 4 units				
	6	Customized Reflectorized Vest	159	piece	Php 800.00	Php 127,200.00
	7	Customized Safety Helmet	35	piece	Php 1,300.00	Php 45,500.00
	Total Amount					Php 1,930,700.00
20.2	<u>None</u>					
21.2	<u>None</u>					

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 Project 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

- 6.1. 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.
- 6.2. 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

GCC Clause	
1	<p><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></p> <p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>[indicate name(s)]</i>.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: <i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

- 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.
- f. *[Specify additional incidental service requirements, as needed.]*

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.

Spare Parts –

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

Select appropriate requirements and delete the rest.

- a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- b. in the event of termination of production of the spare parts:
 - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the cost thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of *[indicate here the time period specified. If not used indicate a time period of three times the warranty period]*.

Spare parts or components shall be supplied as promptly as possible, but in any case, within *[insert appropriate time period]* months of placing the order.

	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>

	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<i>Not applicable</i>
4	The inspections and tests that will be conducted are: <i>[Indicate the applicable inspections and tests]</i>

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.

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	Face Shield	32,700	32,700	Delivery Period: in three (3) batches <ul style="list-style-type: none"> • 1st batch (50% of total per item) 15 calendar days after issuance of Notice to Proceed • 2nd batch (25%)- August 15, 2022 • 3rd batch (25%) November 15, 2022
2	Head Cover	32,700	32,700	
3	Shoe Cover	32,700	32,700	
4	Yellow Trash Bag	930	930	
5	Safety Boots <ul style="list-style-type: none"> • 4 units 	4	4	Seven (7) Calendar Days upon issuance of Notice to Proceed
	Safety Shoes Industrial <ul style="list-style-type: none"> • 4 units 	4	4	
	Reflectorized Vest <ul style="list-style-type: none"> • 4 units 	4	4	
	PPE Cover All <ul style="list-style-type: none"> • 4 units 	4	4	
	Safety Helmet <ul style="list-style-type: none"> • 4 units 	4	4	
6	Customized Reflectorized Vest	159	piece	Thirty (30) Calendar Days upon issuance of Notice to Proceed

7	Customized Safety Helmet	35	piece	Thirty (30) Calendar Days upon issuance of Notice to Proceed
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Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance
		<p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>
1	<p>Face Shield</p> <ul style="list-style-type: none"> • High quality polycarbonate and polyester (PET) material • Double-side anti-fog • 180° full protection & isolation • High light transmittance • Snit scratch film • With a foam top for cushioning or a forehead vent for airflow • With durable 1-1.5 inch elastic band 	

	<ul style="list-style-type: none"> • Material: 0.18-0.20mm thickness PET • Size: 32 x 22 cm • Light transmittance: 99% • Weight: 35.6g-45g/pc 	
2	<p>Head Cover</p> <ul style="list-style-type: none"> • Non-woven fabric: polypropylene SMS or SMMS (spunbond-meltblown-meltblown-spunbond) • One size • Design should accommodate and completely cover all hair types, • Fittings elastic only or elastic with straps • Lightweight 10 to 25g • Impervious to liquid • Breathable, non-absorbent • Color: blue • Hypoallergenic • Non-sterile, single use • 100 pcs/pack 	
3	<p>Shoe Cover</p> <ul style="list-style-type: none"> • Non-skid shoe cover • One size • Fluid-repellent/ impervious to liquid • Material: 100% spunbond polypropylene (PPSB) with polyethylene coating • Fabric weight: 50gsm • Non-sterile, single use • Color: light blue • 50 pairs/ pack 	
4	<p>Yellow Trash Bag</p> <ul style="list-style-type: none"> • L size (26" x 32") • Seal: gusset • Closure: twist-tie • 10 pcs/pack 	

	<ul style="list-style-type: none"> • Thickness: 0.07mm-0.1mm 	
5	<p>Safety Boots</p> <p>4 units</p> <ul style="list-style-type: none"> • PVC plastic boots, high cane for maximum protection of the foot and calf • With anti-slip reinforced sole • Design: high boots, reinforced toe • Waterproof • All resistant (oil-resistant, slip resistant) • Color yellow <p>Sizes:</p> <ul style="list-style-type: none"> • US Women's size-8 • 1- US Women's size-8.5 • 1-US Men's size-11.5 • 1-US Men's size-8 <p>See attached sample</p>	
	<p>Safety Shoes Industrial</p> <p>4 units</p> <ul style="list-style-type: none"> • CE approved • Steel toe cap steel midsole • Anti-static, anti-vibration, Oil resistant, slip resistant, split leather upper, PU Dual density sole • Packaging: black or brown high cut and low cut <p>Sizes:</p> <ul style="list-style-type: none"> • 1-US Women's size-8 (high cut) • 1- US Women's size-8.5 (low cut) • 1-US Men's size-11.5 (high cut) • 1-US Men's size-8 (high cut) 	

See attached sample	
<p>Reflectorized Vest</p> <p>4 units</p> <ul style="list-style-type: none"> • CE approved to EN471 • Polyester • 5cm width high reflective tape • Packing: polybag • High visibility in low light conditions and also during the day • Made of polyester fabric and silver tapes. • Color: yellow (day visibility) and silver (visibility at night) • 2 large pockets, 1 PVC transparent ID badge holder, 1 flap pocket and 1 pouch holder for flashlight, laser pointer. • Zipper type <p>Sizes:</p> <ul style="list-style-type: none"> • Small-1 • Medium-1 • Large-2 • Color yellow with silver reflective tape <p>See attached sample</p>	
<p>PPE Cover All</p> <p>4 units</p> <ul style="list-style-type: none"> • Boiler suit/ coverall • Fabric-kingsmill 60% polyester, 35% cotton 245g • 50+ UPF fabric blocks 98% UV rays • Top quality • Professionally styled • Non-shrinking • Maintains shape 	

	<ul style="list-style-type: none"> • Excellent dye retention • Action back • Freedom of movement • 8 pockets • 2 way front zip • Hammer loop • Radio loop to attach radio • Comfortable • Hard-wearing • Color: Navy Blue <p>Sizes:</p> <ul style="list-style-type: none"> • Small-1 • Medium-1 • XL-2 <p>See attached sample</p>	
	<p>Safety Helmet</p> <p>4 units</p> <ul style="list-style-type: none"> • CE approved • PP plastic body • Buckle adjustment • Chin strap included • Four-point suspension • With slots on both sides to equip face shield or other sound insulation products • Packaging: polybag • Color: white <p>Sizes:</p> <ul style="list-style-type: none"> • Small-2 • Medium-2 <p>See attached sample</p>	
6	<p>Customized ReflectORIZED Vest</p> <p>Specifications:</p> <ul style="list-style-type: none"> • Color: Fluorescent yellow • Material: polyester • Heavy duty nylon zipper sewn on the front center of the vest • Black piping on all edges of the vest including the arm hole 	

	<ul style="list-style-type: none"> • With silver reflective strip • High brightness chemical fiber (width- 2inches) • High quality, rubberized, heat pressed BOQ Logo, left chest area, 3 inches diameter <p>Sizes:</p> <ul style="list-style-type: none"> • XS- 4 • S- 26 • M- 35 • L- 44 • XL-31 • XXL-15 • XXXL-4 <p>See attached sample</p>	
7	<p>Customized Safety Helmet</p> <ul style="list-style-type: none"> • Color: white • Lightweight • Equipped with ratchet type 6-point shock absorbing suspension • Adjustable chain strap • IEC/ CE Certified for compression and protection. (e.g EN 397/ ANSI Z89.1) • Made from high quality ABS plastic material • Impact resistant <p>CUSTOMIZABLE:</p> <ul style="list-style-type: none"> • Can have high visibility reflectorized fluorescent yellow bands on the side and on top (size: width-at least 1 inch; length-at least 8 inches) • Weatherproof reflectorized BOQ Logo, front, 3 inches diameter • Name of inspector on the back (ex: for non-doctors- A. ASUNCION: for Doctors- Dr. A. Araneta), size of Name: at least ¾ inch <p>See attached sample</p>	

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;

Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (c) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **and**
- (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (f) Original duly signed Omnibus Sworn Statement (OSS); **and** if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- (g) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC);
or
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class “B” Documents

- (h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;
or
duly notarized statements 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.

Other documentary requirements under RA No. 9184 (as applicable)

- (i) [For foreign bidders claiming by reason of their country’s extension of reciprocal rights to Filipinos] Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.

- (j) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

25 FINANCIAL COMPONENT ENVELOPE

- (a) Original of duly signed and accomplished Financial Bid Form; **and**
- (b) Original of duly signed and accomplished Price Schedule(s).

