



Section III. Bid Data Sheet (BDS)

**Bid Data Sheet (BDS)**

ITB Clause									
1.1	The Procuring Entity is Philippine International Trading Corporation (PITC) .								
1.2	Supply and Delivery of One Hundred Twenty Seven (127) Units Brand New Sniper Rifle for the Philippine National Police (PNP).								
	<table border="1"> <thead> <tr> <th>Description</th> <th>Quantity</th> <th>UNIT ABC ₱ (VAT Inclusive)</th> <th>TOTAL ABC ₱ (VAT Inclusive)</th> </tr> </thead> <tbody> <tr> <td>Brand New Sniper Rifle 7.62mm</td> <td>127 units</td> <td>1,130,000.00</td> <td>143,510,000.00</td> </tr> </tbody> </table>	Description	Quantity	UNIT ABC ₱ (VAT Inclusive)	TOTAL ABC ₱ (VAT Inclusive)	Brand New Sniper Rifle 7.62mm	127 units	1,130,000.00	143,510,000.00
	Description	Quantity	UNIT ABC ₱ (VAT Inclusive)	TOTAL ABC ₱ (VAT Inclusive)					
Brand New Sniper Rifle 7.62mm	127 units	1,130,000.00	143,510,000.00						
The quantity must be supplied in full and must be of the same brand and model number.									
2.0	The Funding Source is from Philippine National Police (PNP) per PITC Acknowledgment Letter Ref No. TL-2016-019 to 022 dated April 11, 2016 and TL-2016-023 dated May 17, 2016 in the amount of Pesos Hundred Forty & 00/100 Only (₱143,510,000.00) .								
5.1	<p>The bidding is open to authorized Local and Foreign Manufacturers or Local First Tier Distributors.</p> <p>“First Tier Distributor” shall mean a Philippine-based company directly appointed by the principal manufacturer of the item who has been engaged in the sale of firearms for a cumulative period of five (5) years and with a valid and current Indentor’s License to deal in firearms for sale to the Armed Forces of the Philippines / Philippine National Police (AFP/PNP).</p> <p>However, Foreign Manufacturers must be represented by a reputable Philippine based Company who has been engaged in the sale of firearms for a cumulative period of at least five (5) years and with a valid and current Indentor’s License to deal in firearms for sale to the Armed Forces of the Philippines / Philippine National Police (AFP/PNP).</p>								
5.2	None of the circumstances mentioned in the ITB Clause exists in this Project.								
5.4	<p>A prospective Bidder must have a single (1) largest completed contract similar to the contract to be bid within the last five (5) years from date of submission and receipt of bids amounting to at least fifty per cent (50%) of the ABC of the project.</p> <p>“Similar” contract shall mean Firearms.</p>								
7	<i>No further instructions.</i>								
8.1	Subcontracting not allowed.								
8.2	Not applicable								
9.1	The Procuring Entity will hold a Pre-bid Conference for this Project on <u>15 January 2020, Wednesday, 10:00AM</u> at the 5/F Conference Room, NDC Building, 116 Tordesillas Street, Salcedo Village, Makati City.								



<p>10.1</p>	<p>Prospective Bidders may request for clarifications on any part of the Bidding Documents. Such a request must be in writing and submitted to the Procuring Entity at the following address at least ten (10) days before the deadline for the submission and receipt of bids:</p> <p>CHAIR Bids and Awards Committee I Philippine International Trading Corporation (PITC) 5th Flr, NDC Building, 116 Tordesillas St., Salcedo Village, 1227 Makati City Email: chairbac1@pitc.gov.ph Telefax: 8892-2149</p> <p><u>Note: Maximum size of email with attachment is six (6) MB only.</u></p>
<p>12.1</p>	<p>(a) ELIGIBILITY DOCUMENTS –</p> <p><u>CLASS “A” DOCUMENTS:</u></p> <p>a.1. <u>FOR LOCAL MANUFACTURERS OR FIRST TIER DISTRIBUTORS</u></p> <ul style="list-style-type: none"> (i) Registration Certificate from the Securities and Exchange Commission (SEC) for corporations, or from Department of Trade and Industry (DTI) for sole proprietorship, or from Cooperative Development Authority (CDA) for cooperatives; (ii) Valid and Current Business/Mayor’s Permit issued by the city or municipality where the principal place of business of the prospective bidder is located OR the equivalent document for Exclusive Economic Zones or Areas; (iii) Valid and Current Tax Clearance per Executive Order 398 and Revenue Memorandum Order No. 46-2018. (iv) Copy of each of the following Audited Financial Statements for 2018 and 2017 (in comparative form or separate reports): <ul style="list-style-type: none"> (a) Independent Auditor’s Report; (b) Balance Sheet (Statement of Financial Position); and (c) Income Statement (Statement of Comprehensive Income) <p>Each of the above statements <u>must have stamped “received”</u> by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions.</p> <p><u>OR</u></p> <p><u>Submission of valid and current PHILGEPS Certificate of Registration and Membership (Platinum Registration*) together with Annex A in lieu of items (i), (ii), (iii) and (iv) above.</u></p> <p>*Note: Bidder must ensure that all Class “A” Eligibility Documents are valid and current at the time of submission of PhilGEPS Certificate of Registration and Membership (Platinum Registration). In case any of the submitted Eligibility Documents are not valid and current at the time of submission of Platinum Registration, bidders are required to submit the valid and current documents together with the Platinum Registration.</p> <p>In case the bidder opts to submit their Class “A” Documents, the Certificate of PhilGEPS Registration (Platinum Membership) shall remain as a post-qualification requirement to be submitted in accordance with Section 34.2 of the 2016 Revised IRR of RA 9184. “GPPB Circular 07-2017 dated 31 July 2017”</p>



- (v) Statement of all ongoing government and private contracts (including contracts awarded but not yet started), if any whether similar or not in nature and complexity to the contract to be bid. **(Annex I)**;
- (vi) Statement identifying the bidder's Single Largest Completed Contract similar to the contract to be bid within the last five (5) years from date of submission and receipt of bids equivalent to at least fifty percent (50%) of the ABC **(Annex I-A)**.

“Similar” contract shall mean Firearms.

Any of the following documents must be submitted/attached corresponding to the Single Largest completed contract per **Annex I-A**:

- (a) Copy of End User's Acceptance; or
(b) Copy of Official Receipt/s; or
(c) Copy of Collection Receipt/s with Sales Invoice
- (vii) Duly signed Certificate of Net Financial Contracting Capacity (NFCC) per **Annex II**, in accordance with ITB Clause 5.5 OR Committed Line of Credit **(Annex II-A)**
- a) Should the bidder opt to submit NFCC, computation must be equal to the ABC of the project. The detailed computation using the required formula must be shown as provided for in **Annex II**.

NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.

Notes:

1. The values of the bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.
2. The value of all outstanding or uncompleted contracts refers to those listed in **Annex I**.
3. The detailed computation must be shown using the required formula provided above.
4. The NFCC computation must at least be equal to the ABC of the project.

OR

- b) Should the bidder opt 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 a Local Universal or Local Commercial Bank. (See sample Bank Form per **Annex II-A**).

a.2 FOR FOREIGN MANUFACTURERS AND ITS PHILIPPINE-BASED REPRESENTATIVE COMPANY

In addition to Clause 19.4 of the Instructions to Bidders, if documents submitted are not in English, Clause 11 of Instruction to bidders must be applied.

a.2.1 For Foreign Manufacturers

- (i) Valid and current certificate/license/authority to conduct/operate business issued by the regulatory authority in the country where the Manufacturer is based. (If not in English, must be translated to English pursuant to Clause 11 of the Instructions to Bidders);
- (ii) Valid and current Tax Clearance issued by Philippines' Bureau of Internal Revenue (BIR) Accounts Receivable Monitoring Division per Executive Order 398, Series of 2005.
- (iii) Corporate Financial Statements or Annual Report for 2018 or 2017.



OR

Submission of valid and current PHILGEPS Certificate of Registration and Membership (Platinum Registration*) together with Annex A.

***Note:** Bidder must ensure that all Class “A” Eligibility Documents are valid and current at the time of submission of PhilGEPS Certificate of Registration and Membership (Platinum Registration). In case any of the submitted Eligibility Documents are not valid and current at the time of submission of Platinum Registration, bidders are required to submit the valid and current documents together with the Platinum Registration.

In case the bidder opt to submit their Class “A” Documents, the Certificate of PhilGEPS Registration (Platinum Membership) shall remain as a post-qualification requirement to be submitted in accordance with Section 34.2 of the 2016 Revised IRR of RA 9184. “GPPB Circular 07-2017 dated 31 July 2017”.

- (iv) Statement of all ongoing government and private contracts (including contracts awarded but not yet started), if any whether similar or not in nature and complexity to the contract to be bid. **(Annex I)**;
- (v) Statement identifying the bidder’s Single Largest Completed Contract similar to the contract to be bid within the last five (5) years from date of submission and receipt of bids equivalent to at least fifty percent (50%) of the ABC **(Annex I-A)**.

“Similar” contract shall mean Firearms

Any of the following documents must be submitted/attached corresponding to the Single Largest completed contract per Annex I-A:

- (a) Copy of End User’s Acceptance; or
 - (b) Copy of Official Receipt/s
- (vi) Duly signed Certificate of Net Financial Contracting Capacity (NFCC) per **Annex II**, in accordance with ITB Clause 5.5 OR Committed Line of Credit **(Annex II-A)**
- a) Should the bidder opt to submit NFCC, computation must be equal to the ABC of the project. The detailed computation using the required formula must be shown as provided for in **Annex II**.

NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.

Notes:

1. The values of the bidder’s current assets and current liabilities shall be based on the latest Corporate Financial Statements or Annual Report.
2. The value of all outstanding or uncompleted contracts refers to those listed in **Annex I**.
3. The detailed computation must be shown using the required formula provided above.
4. The NFCC computation must at least be equal to the ABC of the project.

OR

Should the bidder opt 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 a Local Universal or Local Commercial Bank. (See sample Bank Form per **Annex II-A**).

**Class "B" Document: (For Joint Venture)**

The participating entities entering a Joint Venture Agreement (JVA) are to be treated as a single entity and shall be jointly and severally responsible or liable for the obligations and liabilities incurred by any partner to the JV pertinent to the project requirements.

Hence, any Blacklisting Order and/or overdue deliveries intended for end-user or PITC shall apply to the JVA as the JV is deemed as one bidder.

a) For Joint Ventures, Bidder to submit either:

- (i) Copy of the JOINT VENTURE AGREEMENT (JVA) in case the joint venture is already in existence, or
- (ii) Copy of Protocol/Undertaking of Agreement to Enter into Joint Venture signed by 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. **(Annex III)**
In case the joint venture is not yet in existence, the submission of a valid JVA shall be within ten (10) calendar days from receipt by the bidder of the notice from the BAC that the bidder is the Lowest Calculated and Responsive Bid **[Sec 37.1.4 (a) (i) of the 2016 Revised IRR of RA 9184]**

The JVA or the Protocol/Undertaking of Agreement to Enter into Joint Venture (Annex III) must include/specify the company/partner and the name of the office designated as authorized representative of the Joint Venture.

FOR LOCAL COMPANY SUBMIT THE FOLLOWING DOCUMENT:

- (i) Registration Certificate from the Securities and Exchange Commission (SEC) for corporations or from Department of Trade and Industry (DTI) for sole proprietorship, or from Cooperative Development Authority (CDA) for cooperatives;
- (ii) Valid and Current Business / Mayor's Permit issued by the city or municipality where the principal place of business of the prospective bidder is located OR equivalent document for Exclusive Economic Zones or Areas;

In case or recently expired Mayor's / Business permits, said permit shall be submitted together with the official receipt as proof that the bidder has applied for renewal within the period prescribed by the concerned local government unit, provided that the renewed permit shall be submitted as a post-qualification requirement.

- (iii) Valid and Current Tax Clearance per Executive Order 398 and Revenue Memorandum Order No. 46-2018.
- (iv) Copy of each of the following Audited Financial Statements for **2018** and **2017** (in comparative form or separate reports):
 - a) Independent Auditor's Report;
 - b) Balance Sheet (Statement of Financial Position); and
 - c) Income Statement (Statement of Comprehensive Income)

Each of the above statements must have stamped "received" by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions.

**FOREIGN JV PARTNER:**

- (i) Valid and current certificate/license/authority to conduct/operate business issued by the regulatory authority in the country where the bidder is based. (If not in English, must be translated to English pursuant to Clause 11 of the Instructions to Bidders);
- (ii) Valid and Current Tax Clearance per Executive Order 398 and Revenue Memorandum Order No. 46-2018 as finally reviewed and approved by the BIR of the Philippines.
- (iii) Corporate Financial Statements or Annual Report for **2018** or **2017**.

OR

Submission of valid and current **PHILGEPS Certificate of Registration and Membership (Platinum Registration*)** together with **Annex A**.

***Note:** Bidder must ensure that all Class "A" Eligibility Documents are valid and current at the time of submission of PhilGEPS Certificate of Registration and Membership (Platinum Registration). In case any of the submitted Eligibility Documents are not valid and current at the time of submission of Platinum Registration, bidders are required to submit the valid and current documents including:

In case the JV Partners opt to submit their Class "A" Documents, the Certificate of PhilGEPS Registration (Platinum Membership) shall remain as a post-qualification requirement to be submitted in accordance with Section 34.2 of the 2016 Revised IRR of RA 9184. "*GPPB Circular 07-2017 dated 31 July 2017*".

NOTE:

*** The following Eligibility – Technical and Eligibility – Financial Documents may be submitted by only ONE of the parties to the JV:**

- A. Statement of all ongoing government and private contracts (including contracts awarded but not yet started), if any whether similar or not in nature and complexity to the contract to be bid. (Annex I);
- B. Statement of Single Largest Completed Contract similar to the contract to be bid within the last five (5) years from date of submission and receipt of bids equivalent to at least **fifty percent (50%)** of the total ABC (Annex I-A)

"Similar contract" shall mean **Firearms**.

Any of the following documents must be submitted/attached corresponding to listed completed largest contracts per Annex I-A:

- i. Copy of End User's Acceptance; or
 - ii. Copy of Official Receipt/s; or
 - iii. Copy of Sales Invoice with Collection Receipt/s
- C. Copy of Audited Financial Statements for **2018 and 2017** (in comparative form or separate reports):
 - i. Independent Auditor's Report;
 - ii. Balance Sheet (Statement of Financial Position); and
 - iii. Income Statement (Statement of Comprehensive Income).

Each of the above statements must have stamped "received" by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions.



D. Duly signed Net Financial Contracting Capacity (NFCC) per **Annex II**, in accordance with ITB Clause 5.5.

OR

Should the bidder opt 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 a Local Universal or Local Commercial Bank. (Annex II-A)

**** The determination as to (i) whose Audited Financial Statement should be used / submitted; and (ii) who submits the Statement of All-Ongoing Contracts – lies with the Partners Contracting the Joint Venture since the audited Financial Statements and the Ongoing Contracts of that JV partners should be the basis for the Computation of the NFCC.**

OR

Submission of valid and current **PHILGEPS Certificate of Registration and Membership (Platinum Registration*)**

*Note: Bidder must ensure that all Class “A” Eligibility Documents are valid and current at the time of submission of PhilGEPS Certificate of Registration and Membership (Platinum Registration). In case any of the submitted Eligibility Documents are not valid and current at the time of submission of Platinum Registration, bidders are required to submit the valid and current documents including:

For Local JV Partner: Audited Financial Statements for **2018 and 2017** (stamped received by the BIR or its duly accredited authorized institutions) together with the Platinum Registration

For Foreign JV Partner: Corporate Financial Statement or Annual Report for **2018 or 2017**.

In case the JV Partners opt to submit their Class “A” Documents, the Certificate of PhilGEPS Registration (Platinum Membership) shall remain as a post-qualification requirement to be submitted in accordance with Section 34.2 of the 2016 Revised IRR of RA 9184. *“GPPB Circular 07-2017 dated 31 July 2017”*

For other required Class “A” Eligibility Documents, submission by any of the partner(s) constitutes collective compliance.

B. TECHNICAL DOCUMENTS

(i) **Bid security must be issued in favor of the PHILIPPINE INTERNATIONAL TRADING CORPORATION (PITC) in any of the following forms:**

- 1) Bid Securing Declaration per **Annex IV**;
 - 2) Cash or Cashier’s/ Manager’s Check equivalent to at least 2% of the ABC;
 - 3) Bank Guarantee/ Bank draft or Irrevocable LC equivalent to at least 2% of the ABC;
- OR**
- 4) Surety bond callable upon demand equivalent to at least 5% of the ABC

Description	Qty	UNIT ABC (₱) (VAT Inclusive)	TOTAL ABC (₱) (VAT Inclusive)	Bid Security ₱	
				2% of ABC	5% of ABC
Brand New Sniper Rifle 7.62MM	127 units	1,130,000.00	143,510,000.00	2,870,200.00	7,175,500.00

**Notes:**

- A. The Cashier's/Manager's Check shall be issued by a Local Universal or Commercial Bank.
- B. The Bank Draft/Guarantee or Irrevocable Letter of Credit shall be issued by a Local Universal or Local Commercial Bank.
- C. Should bidder opt to submit a Surety Bond as Bid Security, the surety bond must conform with the following:
1. Issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such bond. Together with the surety bond, a copy of a valid Certification from Insurance Commission must be submitted by the bidder which must state that the surety or insurance company is specifically authorized to issue surety bonds.
 2. Callable upon demand
 3. **Must specify the grounds for forfeiture of bid security as stated in Section II, ITB Clause 18.5, to wit:**
 - **IF A BIDDER:**
 - (i) withdraws its bid during the period of bid validity specified in ITB Clause 17;
 - (ii) does not accept the correction of errors pursuant to ITB Clause (b);
 - (iii) has a finding against the veracity of any of the documents submitted as stated in ITB Clause 29.2; or
 - (iv) submission of eligibility requirements containing false information or falsified documents;
 - (v) submits bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;
 - (vi) allowing the use of one's name, or using the name of another for purposes of public bidding;
 - (vii) withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the Lowest Calculated and Responsive Bid;
 - (viii) refusal or failure to post the required performance security within the prescribed time;
 - (ix) refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;
 - (x) any documented attempt by a bidder to unduly influence the outcome of the bidding in his favor;
 - (xi) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or
 - (xii) all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reason.
 - **IF THE SUCCESSFUL BIDDER:**
 - (xiii) fails to sign the contract in accordance with ITB Clause 32; or
 - (xiv) fails to furnish performance security in accordance with ITB Clause 33

(ii) **Completed and signed Technical Bid Form and Other Technical Documents:**

ANNEX	BIDDING FORM
Annex V	Technical Bid Form
Annex V-A	Technical Specifications pursuant to NAPOLCOM Resolution No. 2019-223
Annex V-A1	PNP Additional Requirements as of 27 November 2019
Annex V-A2	PNP Test Parameters per Memorandum Circular No.:2018-006
Annex V-A3	PNP Distribution List
Annex V-A4	Reference PNP Logo

(iii) Brochure, Product Catalogue or Technical Data Sheet or equivalent showing compliance to the required Technical Specifications for the following items. Internet downloads may be included to supplement the information contained in the original brochures.

1	Sniper Rifle 7.62MM
2	Sniper Rifle Scope
3	Thermal Clip On Scope

Note: If not in English, must be subject to requirement per Clause 11 of the Instructions to Bidders

(iv) **FOR MANUFACTURERS:** Certification that the Bidder is a Manufacturer of **Sniper Rifle 7.62MM (Annex V-B)**

FOR FIRST TIER DISTRIBUTORS: Please submit the following.

- Valid Appointment of the bidder as First Tier Distributor issued by the manufacturer of the **Sniper Rifle 7.62MM** ; and
- Certification that the Bidder has been engaged in the sale of firearms for a cumulative period of at least five (5) years.

Note: If not in English, must be subject to requirement per Clause 11 of the Instructions to Bidders.

(v) **REQUIRED LICENSES:**

- 1) **FOR LOCAL MANUFACTURERS:** Valid and Current License to manufacture the **Sniper Rifle 7.62MM** to be bid issued by the Philippine National Police (PNP) Camp Crame Quezon City;
- 2) **FOR FOREIGN MANUFACTURERS :** Philippine representative company's valid and current **Indentor's License to Import/Sell/Distribute Firearms** for sale to the AFP/PNP issued by the PNP-FED;
- 3) **FOR FIRST TIER DISTRIBUTOR:** Valid and current **Indentor's License to Import/Sell/Distribute Firearms** for sale to the AFP/PNP issued by the PNP-FED.

Note: Required license(s) presented during opening of bids shall be used for the importation of the firearms.



(vi) Manufacturer’s Certification on Conformance to the project’s Technical Specifications and Test & Acceptance Procedures for **Sniper Rifle 7.62MM** signed by the Production Engineer or designated personnel of the Manufacturer as per **Annex V-C**.

(vii) List of all Authorized Service Center/s in **Asia** for the following (with available spare parts, indicating address, telephone & fax numbers, email address and contact person).

1	Sniper Rifle 7.62MM
2	Sniper Rifle Scope
3	Thermal Clip On Scope

In the event of closure of business, termination of franchisee/ service center, the supplier shall notify the PNP and PITC accordingly of the new service centers with telephone numbers and address who can provide the needed parts, supplies and service;

(viii) Certificate of Performance Evaluation (**Annex VI**) with a rating of at least Very Satisfactory, issued by the Single Largest Completed Contract Client of the bidder per **Annex I-A**.

(ix) **FOR FOREIGN MANUFACTURER: To submit the following:**

a) Valid and Current Written Appointment of the Philippine-Based company (as local representative of foreign Manufacturer of First Tier Distributor) issued by the foreign Manufacturer of First Tier Distributor.

The written appointment must include the detailed scope of responsibility of the representative company.

In case the foreign manufacturer allow payment to be received on their behalf by their local representative company, the Written Appointment shall include an express provision authorizing said local representative company to receive/accept such payment.

b) Secretary’s Certificate of the Philippine company indicating the name and specimen signature of the authorized representative/s of the Philippine company who shall transact with PITC (as Philippine Based representative company) including address, telephone number, fax number and email address

(x) Proof of Authority of the bidder’s authorized representative/s:

1. **FOR SOLE PROPRIETORSHIP (IF OWNER OPTS TO APPOINT A REPRESENTATIVE):** Duly notarized Special Power of Attorney.

2. **FOR CORPORATIONS, COOPERATIVE OR THE MEMBERS OF THE JOINT VENTURE:** Duly notarized Secretary’s Certificate evidencing the authority of the designated representative/s.

IN THE CASE OF UNINCORPORATED JOINT VENTURE: Each member shall submit a separate Special Power of Attorney and/or Secretary’s Certificate evidencing the authority of the designated representative/s.



	(xi) Omnibus Sworn Statements using the form prescribed (Annex VII). a) Authority of the designated representative b) Non-inclusion in blacklist or under suspension status c) Authenticity of Submitted Documents d) Authority to validate Submitted Documents e) Disclosure of Relations f) Compliance with existing labor laws and standards g) Bidders Responsibilities h) Did not pay any form of consideration								
13.1	Completed and signed Financial Bid Form. Bidder must use, accomplish and submit Financial Bid Form hereto attached Annex VIII . The ABC is inclusive of VAT. Any proposal with a financial component exceeding the ABC shall not be accepted. The ABC is inclusive of VAT. Any proposal with a financial component exceeding the ABC shall not be accepted.								
13.1 (b)	<i>No further instruction.</i>								
13.1 (c)	<i>No further instruction.</i>								
13.2 (a)	The ABC is quoted as Delivered Duty Paid (DDP). Any bid exceeding the ABC per component of the lot shall not be accepted: <table border="1" data-bbox="268 896 1471 1055"> <thead> <tr> <th>Description</th> <th>Quantity</th> <th>UNIT ABC (₱) (VAT Inclusive)</th> <th>TOTAL ABC (₱) (VAT Inclusive)</th> </tr> </thead> <tbody> <tr> <td>Brand New Sniper Rifle 7.62MM</td> <td>127 units</td> <td>1,130,000.00</td> <td>143,510,000.00</td> </tr> </tbody> </table> Any proposal with a financial component exceeding the ABC per item shall not be accepted. Any bid exceeding the ABC shall not be accepted.	Description	Quantity	UNIT ABC (₱) (VAT Inclusive)	TOTAL ABC (₱) (VAT Inclusive)	Brand New Sniper Rifle 7.62MM	127 units	1,130,000.00	143,510,000.00
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Brand New Sniper Rifle 7.62MM	127 units	1,130,000.00	143,510,000.00						
13.2 (b)	<i>No further instruction.</i>								
15.4(a)(iv)	Bid prices for Good offered from within the Philippines, shall include the prices for inland transportation, insurance and other local costs incidental to delivery of the Goods to the Philippine National Police.								
15.4(b)(i)	Bid prices for Goods offered from abroad, shall be quoted Delivered Duty Paid (DDP) to the Philippine National Police (PNP) and shall likewise include cost incidental delivery of the Goods.								
16.1(b)(ii)	<i>No further instruction.</i>								
16.1 (b)	The Bid Prices for Goods supplied from outside the Philippines shall be quoted in the Philippine Pesos.								
16.3	<i>No further instruction.</i>								
17.1	The bids will be valid for one hundred twenty (120) calendar days from the date of opening of bids.								



18.1	<p>Bid security must be issued in favor of the PHILIPPINE INTERNATIONAL TRADING CORPORATION (PITC) in any of the following forms:</p> <ol style="list-style-type: none"> 1) Bid Securing Declaration per Annex IV; 2) Cash or Cashier's/ Manager's Check equivalent to at least 2% of the ABC; 3) Bank Guarantee/ Bank draft or Irrevocable LC equivalent to at least 2% of the ABC; OR 4) Surety bond callable upon demand equivalent to at least 5% of the ABC <table border="1" data-bbox="277 398 1463 613"> <thead> <tr> <th rowspan="2">Description</th> <th rowspan="2">Qty.</th> <th rowspan="2">UNIT ABC (₱) (VAT Inclusive)</th> <th rowspan="2">TOTAL ABC (₱) (VAT Inclusive)</th> <th colspan="2">Bid Security (₱)</th> </tr> <tr> <th>2% of ABC</th> <th>5% of ABC</th> </tr> </thead> <tbody> <tr> <td>Brand New Sniper Rifle 7.62MM</td> <td>127 units</td> <td>1,130,000.00</td> <td>143,510,000.00</td> <td>2,870,200.00</td> <td>7,175,500.00</td> </tr> </tbody> </table>	Description	Qty.	UNIT ABC (₱) (VAT Inclusive)	TOTAL ABC (₱) (VAT Inclusive)	Bid Security (₱)		2% of ABC	5% of ABC	Brand New Sniper Rifle 7.62MM	127 units	1,130,000.00	143,510,000.00	2,870,200.00	7,175,500.00
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Brand New Sniper Rifle 7.62MM	127 units	1,130,000.00	143,510,000.00	2,870,200.00	7,175,500.00										
18.2	The bid security shall be valid for one hundred twenty (120) calendar days from the date of opening of bids.														
19.5	Bidders must sign or initial each and every interlineation, erasure, overwriting and correction made on their bids. Failure to do so shall result in the invalidation and rejection of their bids.														
20.2 and 20.3	<p>Each Bidder shall submit the following in one (1) big envelope duly labeled containing two sets of envelopes;</p> <p>First envelope must contain three (3) copies of Eligibility and Technical documents duly marked as "Original Copy", "Duplicate Copy" and "Triplicate Copy".</p> <p>Second envelope must contain three (3) copies of Financial documents duly marked as "Original Copy", "Duplicate Copy" and "Triplicate Copy".</p> <p>All envelopes and folders must be labeled as specified below</p>														
20.4	<p>All envelopes shall:</p> <ol style="list-style-type: none"> (a) contain the name of the contract to be bid in capital letters; (b) bear the name and address of the Bidder in capital letters; (c) be addressed to the Procuring Entity's BAC in accordance with ITB Clause 1.1; (d) bear the specific identification of this bidding process indicated in the ITB Clause 1.2; and (e) bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids, in accordance with ITB Clause 21. 														
	<table border="1" data-bbox="277 1420 1406 1935"> <tr> <td>TO</td> <td>: THE BIDS AND AWARDS COMMITTEE I PHILIPPINE INTERNATIONAL TRADING CORPORATION</td> </tr> <tr> <td>FROM</td> <td>: _____ (Name of Bidder in Capital Letters)</td> </tr> <tr> <td>ADDRESS:</td> <td>_____ (Address of Bidder in Capital Letters)</td> </tr> <tr> <td>PROJECT:</td> <td>: SUPPLY AND DELIVERY OF ONE HUNDRED TWENTY SEVEN (127) UNITS BRAND NEW SNIPER RIFLE 7.62MM FOR THE PHILIPPINE NATIONAL POLICE (PNP)</td> </tr> <tr> <td>BID REF NO:</td> <td>: GPG-B1-2019-588 2nd REBID (Previous Bid Reference No. GPG-B1-2018-389 and GPG-B1-2019-257 Rebid)</td> </tr> <tr> <td></td> <td>(In Capital Letters, Indicate the Phrase):</td> </tr> <tr> <td></td> <td>: "DO NOT OPEN BEFORE: 12 FEBRUARY 2020, WEDNESDAY, 1:00PM"</td> </tr> </table>	TO	: THE BIDS AND AWARDS COMMITTEE I PHILIPPINE INTERNATIONAL TRADING CORPORATION	FROM	: _____ (Name of Bidder in Capital Letters)	ADDRESS:	_____ (Address of Bidder in Capital Letters)	PROJECT:	: SUPPLY AND DELIVERY OF ONE HUNDRED TWENTY SEVEN (127) UNITS BRAND NEW SNIPER RIFLE 7.62MM FOR THE PHILIPPINE NATIONAL POLICE (PNP)	BID REF NO:	: GPG-B1-2019-588 2 nd REBID (Previous Bid Reference No. GPG-B1-2018-389 and GPG-B1-2019-257 Rebid)		(In Capital Letters, Indicate the Phrase):		: "DO NOT OPEN BEFORE: 12 FEBRUARY 2020, WEDNESDAY, 1:00PM"
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21	The address for submission of bids is <i>Philippine International Trading Corporation, Ground Floor, NDC Building, 116 Tordesillas St., Salcedo Village, Makati City.</i> The deadline for submission of bids : <u>12 FEBRUARY 2020, WEDNESDAY, 1:00PM</u>
24.1	The place of bid opening is <i>Philippine International Trading Corporation, 5th Floor Conference Room, NDC Building, 116 Tordesillas St., Salcedo Village, Makati City.</i> The date and time of bid opening is on <u>12 FEBRUARY 2020, WEDNESDAY, 1:00PM</u>
24.2	<i>No further instructions.</i>
27.1	<i>No further instructions.</i>
28.3	<i>No further instructions.</i>
28.3 (b)	Bid modification is not allowed.
28.4	<i>No further instructions.</i>
29.2, 29.2(a), 29.2(b), and 29.2(d)	Post Qualification: Within a non-extendible period of five (5) calendar days from receipt by the supplier of the Notice from the BAC that the supplier has the Single/Lowest Calculated Bid (S/LCB), the Supplier shall submit and/or present the following requirements for post qualification: FOR LOCAL MANUFACTURER/ FIRST TIER DISTRIBUTOR: A. Present original copy and submit certified true copy of the following: <ol style="list-style-type: none">i. Latest Income Tax Returns per Revenue Regulations 3-2005; <i>Tax returns filed through the Electronic Filing and Payments System (EFPS). The latest income and business tax returns are those within the last six months preceding the date of bid submission (including copy of VAT returns and corresponding payments for the last 6 months):</i>ii. PO's or Contracts for all Ongoing Contracts as listed per submitted Annex Iiii. PO or contract relative to Single Largest Completed Contract per submitted Revised Annex I-A (In case of Joint Venture between local companies, both partners must present/submit above items i, ii. In case of foreign partner, i. is not applicable.) B. Submit original copy of the following: <ol style="list-style-type: none">i. Company Profile (per Annex IX). Company printed brochure may be included.ii. Vicinity map/location of the businessiii. Undertaking to Pursue Countertrade (Annex IX-A). (In case of Joint Venture, both partners must present/submit items i. and ii. Item iii. should be submitted by the JV.) C. Present original copy of the following: <ol style="list-style-type: none">i. Registration Certificate from SEC (for corporations) or DTI (for sole proprietorship or CDA (for cooperatives)ii. Valid and Current Business/Mayor's permit issued by the city or municipality where the principal place of business of the prospective bidder is located OR the equivalent document for Exclusive Economic Zones or Areas;iii. Valid and Current Tax Clearance issued by Accounts Receivable Monitoring Division per Executive Order 398, Series of 2005, as finally reviewed and approved by the BIR;iv. End-User's Acceptance, Official Receipt (duplicate or triplicate copy) or Sales Invoice with Collection Receipt/s (duplicate or triplicate copy) relative to Single Largest Completed Contract per submitted Annex I-A.



(In case of foreign partner in JVs, foreign partner should present the original copy of the equivalent document of i. and ii.)

FOR FOREIGN BIDDERS/MANUFACTURERS

A. Present original copy of the following:

- i. Valid and current Certificate of PhilGEPS Registration
- ii. Valid and current certificate / license / authority to conduct business issued by the regulatory authority in the country where the company is based
- iii. Valid and Current Tax Delinquency Verification Certificate (issued to Non-Resident Foreign Corporation), OR valid and current Tax Clearance issued by Accounts Receivable Monitoring Division per Executive Order 398, Series of 2005, as finally reviewed and approved by the BIR
- iv. PO's or Contracts for all Ongoing Contracts as listed per submitted Annex I
- v. PO or contract relative to Single Largest Completed Contract per submitted **Annex I-A**.

B. Submit original copy of the following:

- i. Company Profile (per **Annex IX**). Company printed brochure may be included.
- ii. Vicinity map/location of the business
- iii. Undertaking to Pursue Countertrade (**Annex IX-A**).

3. FOR PHILIPPINE-BASED REPRESENTATIVE OF FOREIGN MANUFACTURER:

A. Present original copy and submit certified true copy of the following

- i. Registration certificate from the Securities and Exchange Commission (SEC) for corporation, Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives.
- ii. Valid and current Business/Mayor's Permit issued by the city or municipality where the principal place of business of the prospective bidder is located OR the equivalent document for Exclusive Economic Zones or Areas;

Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award. Should there be a finding against the veracity of any of the documents submitted, the Bid Security shall be forfeited in accordance with Sec. 69 of the IRR of RA 9184.

FOR ITEMS MANUFACTURED ABROAD:

ADDITIONAL REQUIREMENT:

Copy of License, Permit or Certification issued by the appropriate government office of the manufacturer's country of origin allowing the export of the goods to the Philippines for the procurement and use of the Philippine National Police. Furthermore, the bidder must Submit a Letter requesting for an End-User Certificate (EUC) and Import License (IP) for Items coming abroad. Attached to the aforesaid letter are respective copies of the EUC and IP in accordance with the required and authorized format of the country of origin, if applicable. However, if the required number of items are already available in the Philippines, the bidder shall issue a notarized certificate to that effect.

As part of Post Qualification, eligibility and technical documents submitted by the S/LCB will be validated and verified. Brochure or Technical Data Sheet or equivalent shall be evaluated to ensure compliance with the required technical specifications.

32.4 (g)

No further instructions.



Section IV. General Conditions of Contract (GCC)



General Conditions of Contract (GCC)

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1. Definitions

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

- (a) "The Contract" means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Goods" means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the Procuring Entity under the Contract.
- (d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) "GCC" means the General Conditions of Contract contained in this Section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Procuring Entity" means the organization purchasing the Goods, as named in the **SCC**.
- (h) "The Procuring Entity's country" is the Philippines.
- (i) "The Supplier" means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the **SCC**.
- (j) The "Funding Source" means the organization named in the **SCC**.
- (k) "The Project Site," where applicable, means the place or places named in the **SCC**.
- (l) "Day" means calendar day.
- (m) The "Effective Date" of the contract will be the date of signing the contract, however the Supplier shall commence performance of its obligations only upon receipt of the Notice to Proceed and copy of the approved contract.
- (n) "Verified Report" refers to the report submitted by the Implementing Unit to the Head of the Procuring Entity setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

2. Corrupt, Fraudulent, Collusive, and Coercive Practices

2.1. Unless otherwise provided in the **SCC**, the Procuring Entity as well as the bidders, contractors, or suppliers shall observe the highest standard of ethics during the



procurement and execution of this Contract. In pursuance of this policy, the Procuring Entity:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.
- (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
- (iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
- (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
- (v) "obstructive practice" is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or
 - (bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

2.2 Further the Funding Source, Borrower or Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available



under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in GCC Clause 2.1 (a).

3. Inspection and Audit by the Funding Source

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

4. Governing Law and Language

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

5. Notices

- 5.1. Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the **SCC**, which shall be effective when delivered and duly received or on the notice's effective date, whichever is later.
- 5.2. A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the **SCC** for GCC Clause 5.1.

6. Scope of Contract

- 6.1. The GOODS and Related Services to be provided shall be as specified in Section VI. Bidding Forms of this Bidding Documents.
- 6.2. This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. Any additional requirements for the completion of this Contract shall be provided in the **SCC**.

7. Subcontracting

- 7.1. Subcontracting of any portion of the Goods, if allowed in the **BDS**, does not relieve the Supplier of any liability or obligation under this 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.
- 7.2. If subcontracting is allowed, the Supplier may identify its subcontractor during contract implementation. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract. In either case, subcontractors must submit the documentary requirements under ITB Clause 12 and comply with eligibility criteria specified in the **BDS**. In the event that any subcontractor



is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.

8. Procuring Entity's Responsibilities

- 8.1. Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity shall, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 8.2. The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with **GCC** Clause 6.

9. Prices

- 9.1. For given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR or except as provided in this Clause.
- 9.2. Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any change in price resulting from a Change Order issued in accordance with **GCC** Clause 29.

10. Payment

- 10.1. Payments shall be made only upon a certification by the Head of the Procuring Entity to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. One percent (1%) of the amount of each payment shall be retained by the Procuring Entity to cover the Supplier's warranty obligations under this Contract as described in **GCC** Clause 17.
- 10.2. The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the **SCC** provision for **GCC** Clause 6.2, and upon fulfillment of other obligations stipulated in this Contract.
- 10.3. Pursuant to **GCC** Clause 10.2, payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier. Payments shall be in accordance with the schedule stated in the **SCC**.
- 10.4. Unless otherwise specified in the **SCC**, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.
- 10.5. Unless otherwise provided in the **SCC**, payments using Letter of Credit (LC), in accordance with the Guidelines issued by the GPPB, is allowed. For this purpose, the amount of provisional sum is indicated in the **SCC**. All charges for the opening of the LC and/or incidental expenses thereto shall be for the account of the Supplier.



11. Advance Payment

- 11.1. Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President or in cases allowed under Annex "D" of RA 9184.
- 11.2. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.
- 11.3. For Goods supplied from abroad, unless otherwise indicated in the **SCC**, the terms of payment shall be as follows:
- (a) On Contract Signature: Fifteen percent (15%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII. Bidding Forms.
 - (b) On Delivery: Sixty-five percent (65%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the **SCC** provisions on Delivery and Documents.
 - (c) On Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no inspection or acceptance certificate is issued by the procuring Entity's authorized representative within forty-five (45) days of the date shown on the delivery receipt, the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the **SCC** provision on Delivery and Documents.
- 11.4. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.

12. Taxes and Duties

The Supplier, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license fees, and other such levies imposed for the completion of this Contract.

13. Performance Security

- 13.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any the forms prescribed in the ITB Clause 33.2.
- 13.2. The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.
- 13.3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.



- 13.4. The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:
- (a) There are no pending claims against the Supplier or the surety company filed by the Procuring Entity;
 - (b) The Supplier has no pending claims for labor and materials filed against it; and
 - (c) Other terms specified in the **SCC**.
- 13.5. In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

14. Use of Contract Documents and Information

- 14.1. The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 14.2. Any document, other than this Contract itself, enumerated in GCC Clause 14.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.

15. Standards

The Goods provided under this Contract shall conform to the standards mentioned in the Section VI. Bidding Forms (Annex VI: Technical Bid Form) and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the institution concerned.

16. Inspection and Tests

- 16.1. The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. The **SCC** and Section VII. 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.
- 16.2. If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspection and tests.



- 16.3. The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 16.4. The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Clause 5.
- 16.5. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

17. Warranty

- 17.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.
- 17.2. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 17.3. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the **SCC**. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least one percent (1%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) of the Contract Price or other such amount if so specified in the **SCC**. The said amounts shall only be released after the lapse of the warranty period specified in the **SCC**; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.
- 17.4. 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, within the period specified in the **SCC** and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.
- 17.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in GCC Clause 17.4, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.



18. Delays in the Supplier's Performance

- 18.1. Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in Section VI. Schedule of Requirements.
- 18.2. If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under GCC Clause 21.2, the Procuring Entity shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.
- 18.3. Except as provided under GCC Clause 22, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 19, unless an extension of time is agreed upon pursuant to GCC Clause 29 without the application of liquidated damages.

19. Liquidated Damages

Subject to GCC Clauses 18 and 22, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. Once the amount of liquidated damages reaches ten percent (10%), the Procuring Entity may rescind or terminate the Contract pursuant to GCC Clause 23, without prejudice to other courses of action and remedies open to it.

20. Settlement of Disputes

- 20.1. If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 20.2. If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 20.3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.
- 20.4. In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004."



20.5. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

21. Liability of the Supplier

21.1. The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the **SCC**

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

22. Force Majeure

22.1. The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.

22.2. For purposes of this Contract the terms "*force majeure*" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Supplier could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Supplier. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

22.3. If a *force majeure* situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *force majeure*.

23. Termination for Default

23.1. The Procuring Entity may rescind or terminate a contract for default, without prejudice to other courses of action and remedies available under the circumstances when, Outside of *force majeure*, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price;

23.2. The Procuring Entity may terminate the contract when, as a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased; or



- 23.3. The Procuring Entity shall terminate the contract when, the Supplier fails to perform any other obligation under the Contract.
- 23.4. In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under **GCC** Clauses 23 to 26, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.
- 23.5. In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

24. Termination for Insolvency

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

25. Termination for Convenience

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



26. Termination for Unlawful Acts

26.1. The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

- (a) Corrupt, fraudulent, and coercive practices as defined in ITB Clause 3.1(a);
- (b) Drawing up or using forged documents;
- (c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
- (d) Any other act analogous to the foregoing.

27. Procedures for Termination of Contracts

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

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



- (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the Head of the Procuring Entity shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;
- (g) The Head of the Procuring Entity may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the Head of the Procuring Entity; and
- (h) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

28. Assignment of Rights

The Supplier shall not assign his rights or obligations under this Contract, in whole or in part, except with the Procuring Entity's prior written consent.

29. Contract Amendment

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

30. Application

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



Section V.

Special Conditions of Contract

(SCC)



Special Conditions of Contract (SCC)

GCC Clause	
(g)	The Procuring Entity is PHILIPPINE INTERNATIONAL TRADING CORPORATION (PITC)
1.1 (i)	The supplier means the authorized Local or Foreign Manufacturers or First Tier Distributors. “First Tier Distributor” shall mean a company directly appointed by the principal manufacturer of the item who has been engaged in the sale of firearms for a cumulative period of five (5) years and with a valid and current Indentor’s License to deal in firearms for sale to the Armed Forces of the Philippines / Philippine National Police (AFP/PNP).
(j)	The Funding Source is from Philippine National Police (PNP) per PITC Acknowledgment Letter Ref No. TL-2016-019 to 022 dated April 11, 2016 and TL-2016-023 dated May 17, 2016 in the amount of Pesos: One Hundred Forty Three Million Five Hundred Ten Thousand & 86/100 Only (₱ 143,510,000.00) .
(k)	Delivery Place: LSS Warehouse, Camp Bagong Diwa, Bicutan, Taguig City Distribution Sites: per Distribution List of PNP attached as Annex V-A3 .
5.1	The Procuring Entity’s addressee, address and contact person for Notices is: MS. CHRISTABELLE P. EBRIEGA Vice President, Government Accounts Group 5 th Flr. PHILIPPINE INTERNATIONAL TRADING CORPORATION, NDC Building, 116 Tordesillas St., Salcedo Village, Makati City Contact Person: RHONEIL O. BAUTISTA Account Head Department II Tel No. 818-9801 loc. 368
6.2	Please refer to the Technical Bid Form. (Additional Terms and Conditions of the Contract, if any.)



10.1

Documentary requirements for payment are as follows:

Payment is made through corporate check within fifteen (15) calendar days after **FULL delivery and acceptance of all items indicated in the Contract, and submission of all required documents. All payments are subject to applicable withholding taxes.**

- 1) Original and duplicate **BIR VAT registered Supplier's Invoice** issued under the name of the Philippine National Police (PNP) and indicating PITC Contract number. All entries in the invoice must be typewritten or computer printed;
- 2) **Original and duplicate BIR Registered Delivery Receipt** issued under the name of the Philippine National Police (PNP) duly acknowledged and received by PNP's authorized representative and countersigned by PITC representative;
- 3) Certification from PNP that the following documents were submitted and/or complied by the Supplier:
 - 3.1) Operation and Maintenance Manual in English for each set;
 - 3.2) Conduct of Training (Familiarization Training and Armorer's Course Training)
 - 3.3) Certificate of Replacement of Defective Units within fifteen (15) calendar days from receipt of Notice of Defects from PNP/PITC;
 - 3.4) Warranty Certificate issued in favor of PNP.
 - a) Two (2) years warranty on spare parts and services from date of final acceptance
 - b) Warranty should indicate the Serial Number of each item;
 - c) Warranty shall cover full replacement of defective items, including labor, spare parts and materials, free of charge.
 - d) Response time for technical repair/assistance requests shall be within two (2) working days after receipt of advice for service/repair. Should accredited service center relocate/transfer, a written notification should be sent to the PNP and/or PITC on the new address, contact numbers and name/s of contact person/s.
 - 3.5) Certificate of After Sales Service and Availability of Spare Parts of same or better specifications within the next five (5) years after the expiration of the warranty period.
 - Supplier to provide technical personnel for after sales service and repairs as required by the PNP.
- 4) Original Certificate of Acceptance duly signed by authorized representatives of PNP and PITC.
- 5) Original Certificate of Pre-Delivery Inspection (PDI) accomplished at (country of origin, as applicable) duly signed by PNP and PITC authorized representatives;
- 6) Certified True copies of pertinent tax receipts and duties on the imported parts/equipment pursuant to COA Memo No. 90-684 dated Dec.5, 1990/Administrative Order No. 200 dated November 20, 1990. For locally purchased materials, the BIR registered sales invoice of the seller is acceptable.

For authorized Philippine Representative Company of Foreign Manufacturer or First Tier Distributor:

- 7) The following documentary submissions or statements must be in English. If not in English, it must be accompanied by an accurate English translation certified/authenticated by the bidder's appropriate embassy or consulate in the Philippines.
 - (7.1) Certified true copy of valid and current Written Appointment of the Philippine based company (as local representative of foreign manufacturer).

In case the foreign manufacturer allow payments to be received on their behalf by their local representative company, the Written Appointment shall include an express provision authorizing said local representative company to receive/accept such payment.



The written Appointment, duly translated in English, shall be signed by the duly authorized representative of the foreign manufacturer, accompanied by proof of such authority.

- (7.2) Certified true copy of authorization/designation of foreign manufacturer's representative who shall sign the appointment of their Philippine-based local representative and other documents required from the foreign manufacturer, including specimen signature (with English translation).

B) For Foreign Manufacturer (Letter of Credit payments made directly to Foreign Manufacturer):

The supplier's Proforma Invoice and payment for LC opening charges must be issued/made to PITC within seven (7) working days from receipt of Notice of Award. Otherwise, the period for delivery shall be reckoned from date of receipt of Notice to Proceed.

US\$ L/C payments shall be based on the dollar exchange rate at the time of L/C opening. All bank charges within and outside the Philippines including opening charges shall be for the account of the beneficiary/supplier.

L/C can be drawn upon submission of the following documents issued in the name of PNP:

- (i) **2/3 Original Clean on Board Bill of Lading** or Copy of the Airway Bill (AWB) consigned to opening bank Notify: **PNP marked "Freight Prepaid"**;
- (ii) **Commercial/Supplier's Invoice** issued in the name of PNP (original and duplicate);
- (iii) **Certificate of Origin** in triplicate;
- (iv) **Packing List** issued in the name of the PNP (original and duplicate);
- (v) **Original Warranty Certificate** issued in favor PNP/ Warranty should indicate the Serial Number of each item.
- (vi) **"All risk" insurance coverage** at 110% of Letter of Credit value from seller's warehouse to PNP's designated delivery site (original), issued by **an internationally accredited and reputable insurance company of bidder's choice, as may be approved by PITC.** All costs of insurance shall be for the account of the supplier;
- (vii) **Certificate issued by PITC** stating that a certified true copy of each of the above documents (i up to vi) together with 1/3 Original Bill of Lading (B/L) or Copy of Airway Bill (AWB) were sent to PITC via express courier within ten (10) calendar days after B/L or AWB date;
- (viii) **Original Certificate of Pre-Delivery Inspection** accomplished at country of origin duly signed by PNP and PITC authorized representatives;
- (ix) **Original Delivery Receipt** duly signed by PNP authorized representative and countersigned by PITC representative or tally sheet issued by PNP authorized representative and PITC representative;
- (x) **Original Certificate of Acceptance** duly signed by the PNP and countersigned by PITC representative;
- (xi) **A Special Bank Guarantee or Standby Letter of Credit** issued by a commercial bank with correspondent bank in the Philippines equivalent to 1% retention money valid for the first twelve (12) months from final acceptance by PNP;
- (xii) The following documentary submissions or statements must be in English and must be certified/authenticated by the bidder's embassy or consulate in the Philippines.
 - (xii.1) Valid and current Written Appointment of the Philippine based company (as local representative of foreign manufacturer).
 - (xii.2) Authorization/designation of foreign manufacturer's representative who shall sign the appointment of their Philippine-based local representative and other documents required from the foreign manufacturer, including specimen signature and corresponding English translation.



	<p>In case the foreign manufacturer allow payments to be received on their behalf by their local representative company, the Written Appointment shall include an express provision authorizing said local representative company to receive/accept such payment.</p> <p>As applicable, pertinent tax receipts and duties on the imported parts/equipment pursuant to COA Memo No. 90-684 dated Dec. 5, 1990/Administrative Order No. 200 dated November 20, 1990. For locally purchased materials, the BIR registered sales invoice of the seller is acceptable.</p>							
10.4	No further instructions.							
13.1	<p>Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in the following forms:</p> <table border="1" data-bbox="373 595 1428 1025"> <thead> <tr> <th data-bbox="373 595 1054 734">Form of Performance Security</th> <th data-bbox="1054 595 1428 734">Amount of Performance Security (Equal to Percentage of the Total Contract Price)</th> </tr> </thead> <tbody> <tr> <td data-bbox="373 734 1054 801">(a) Cashier's/manager's check issued by a Universal or Commercial Bank.</td> <td data-bbox="1054 734 1428 972" rowspan="2">Five percent (5%)</td> </tr> <tr> <td data-bbox="373 801 1054 972">(b) Bank draft/guarantee issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</td> </tr> <tr> <td data-bbox="373 972 1054 1025">(c) Surety bond callable upon demand</td> <td data-bbox="1054 972 1428 1025">Thirty percent (30%)</td> </tr> </tbody> </table>	Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)	(a) Cashier's/manager's check issued by a Universal or Commercial Bank.	Five percent (5%)	(b) Bank draft/guarantee issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	(c) Surety bond callable upon demand	Thirty percent (30%)
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(c) Surety bond callable upon demand	Thirty percent (30%)							



16.1	<p>PRE-SHIPMENT/PRE-DELIVERY INSPECTION AND TEST:</p> <p><u>Testing Parameters/Pocedures:</u></p> <p>Inspection and final acceptance of the goods shall be conducted as per PNP Additional Requirements and PNP Parameters (PNP MC No. 2018-006) attached as Annex V-A1 and Annex V-A2 for Sniper Rifle 7.62MM in the Conduct of Test and Evaluation during Pre-delivery inspection and acceptance for Sniper Rifle 7.62MM.</p> <p>Cost of sample rounds to be used for testing shall be for the account of the manufacturer. The sample rounds shall be over and above the quantity to be delivered.</p> <p><u>For Items Manufactured Abroad:</u></p> <p>a. All Items shall be subjected to pre-shipment / pre-delivery inspection and test (PDI) by the PNP/ PITC Representatives. The PDI shall be conducted no later than forty-five (45) days prior to the expiry of the required delivery period. No extension of delivery period shall be allowed in case of failure or refusal of supplier to comply with said PDI period.</p> <p><i>In no case shall the Supplier be relieved from responsibility relative to the delivery of the goods in the event that the PDI is delayed for any reason including issues related to travel documents (i.e visas, travel authority). Appropriate penalties for delay shall be imposed as applicable.</i></p> <p>b. The Inspection Team that will attend the pre-shipment/pre-delivery test at the country of origin at supplier's expense shall be composed of seven (7) members of the Inspection Team composed of five (5) from PNP and two (2) from PITC.</p> <p>The Manufacturer shall ensure that the Inspection Team will be allowed to jointly participate in the conduct of the testing procedures at the option of the Inspection Team.</p> <p>c. Supplier shall shoulder all the costs and expenses of travel (via/IATA member airlines in case of international travel) and accommodation including Daily Subsistence Allowance (pursuant to Section 8, EO 298) and securing visas as necessary and travel insurance of all the Inspection Team Members for seven (7) days (Travel Time not included). In this regard, supplier is required to ISSUE the required written invitations to the Inspection Team through PITC relative to the PDI not later than seven (7) calendar days after receipt of Notice to Proceed.</p> <p>Supplier shall conduct product/inspection and pre-departure briefing to orient the members of the Inspection Team at least one (1) week prior to departure date. Supplier shall also ensure that a full time/on-board interpreter is available for non-English speaking country of manufacturer/plant site. Travel documents including insurance must be submitted to the inspection team during the pre-departure briefing.</p> <p>a. Failure to provide such invitation per (c) above will result in delays in release of required travel orders for the inspection team which shall be the sole responsibility of the supplier and will subject the supplier to applicable sanctions including liquidated damages due to late delivery.</p> <p>b. Results of the Pre-Shipment Testing Procedures duly signed by Inspection Team in attendance to be submitted for payment purposes.</p> <p>c. However, final acceptance as to physical count will be conducted in the Philippines by the PNP and PITC representatives.</p>
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<p>16.1</p>	<p><u>For Items Manufactured Locally:</u></p> <p>a. In-Process inspection of the items to be conducted at the manufacturer’s facilities by joint PITC/PNP Inspection Team.</p> <p>b. All expenses relative to inspection shall be for the account of the manufacturer.</p> <p>During delivery, the supplier shall be responsible in unloading the items from the container/truck to the designated delivery center. All costs including delivery and assembly, handling and other related expenses shall be borne by the supplier. In the absence of materials handling equipment at the site, the supplier shall provide the necessary equipment such as but not limited to: forklifts, hand pallet truck, etc. at the expense of the supplier.</p> <p>All expenses relative to delivery, testing, inspection and acceptance shall be for the account of the supplier including round trip airfare (as applicable), inland transportation, board and lodging and per diem.</p>
<p>17.3</p>	<p>In order to assure that the manufacturing defects shall be corrected by the supplier, the warranty period for this project is at least two (2) year warranty on parts and service, the warranty shall include the serial number of each item and shall cover full replacement of defective items, including labor, spare parts and materials, free of charge.</p> <p>Warranty Period shall commence from the date of acceptance by the end user after functional inspection and testing.</p> <p>The warranty shall cover full replacement of defective items, free of charge, including labor, spare parts and materials.</p> <p>The obligation for the warranty for each item being bid shall be covered either of the following :</p> <p>(a) Retention Money equivalent to 1% of the total contract or</p> <p>(b) Special Bank Guarantee equivalent to 1% of the total contract</p> <p>Retention of one percent (1%) of the total contract price will be withheld for the first twelve (12) months of the warranty period. However, retention money can be released provided a Special Guarantee or Standby LC issued by a local commercial bank equivalent to the 1% retention money is submitted and that the supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.</p> <p>The remaining warranty shall be covered by a Paper Warranty.</p>
<p>17.4</p>	<p>The period for replacement of rejected items is within forty-five (45) calendar days upon receipt of Notice of Defects.</p>
<p>18.1</p>	<p>Only complete deliveries per the quantities and period stated in the bidding documents shall be accepted. Partial deliveries NOT in accordance with the required quantities specified in the bidding documents are NOT allowed.</p> <p>Deliveries for "safekeeping" is NOT allowed</p>
<p>19</p>	<p>The applicable rate is one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay.</p> <p>The maximum deduction shall be ten percent (10%) of the amount of contract. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the procuring entity shall rescind the contract, without prejudice to other courses of action and remedies open to it.</p>
<p>20.4</p>	<p>In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004."</p>
<p>21.1</p>	<p>No additional provision, <i>however</i>, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity."</p>