



BIDS AND AWARDS COMMITTEE I

**SUPPLEMENTAL BID BULLETIN NO. 1
REPAIR AND REPLACEMENT OF SPARE PARTS OF 21 UNITS
RIFLE, SNIPER CAL. 50 BARRETT M95
FOR THE PHILIPPINE ARMY (PA)
Bid Ref. No. MPG-BI-2018-159**

Approved Budget for the Contract - ₱ 17,980,769.23

This **Supplemental Bid Bulletin No. 1** is being issued to clarify, modify and amend items/specifications in the Bidding Documents addressed during the Pre-bid Conference held on October 30, 2018 for the aforementioned project.

FROM			TO		
Section I. Invitation to Bid (ITB)					
5. Completion period and delivery place:			5. Completion period and delivery place:		
Deliveries	No. of Days upon receipt of Notice of Availability of Rifle, Sniper Cal.50 Barrett M95 from PITC	Minimum quantity to be repaired/ replacement of Spare Parts per Tranche	Deliveries	No. of Days upon receipt of Notice of Availability of Rifle, Sniper Cal.50 Barrett M95 from PITC	Minimum quantity to be repaired/ replacement of Spare Parts per Tranche
1 st Tranche	Within Ninety (90) Calendar Days upon receipt of Notice of Availability from PITC of the 1 st Tranche	Seven (7) units	1 st Tranche	Within Ninety (90) Calendar Days upon receipt of Notice of Availability from PITC of the 1 st Tranche	Ten (10) units
2 nd Tranche	Within Sixty (60) Calendar Days upon receipt of Notice of Availability from PITC of the 2 nd Tranche	Seven (7) units	2 nd Tranche	Within Ninety (90) Calendar Days upon receipt of Notice of Availability from PITC of the 2 nd Tranche	Eleven (11) units
3 rd Tranche	Within Sixty (60) Calendar Days upon receipt of Notice of Availability from PITC of the 3 rd Tranche	Seven (7) units	Total		Twenty-One (21) units
Total		Twenty-One (21) units			
6. "Similar Nature" shall mean Repair/ Refurbishment of Sniper Rifles.			6. "Similar Nature" shall mean Repair/ Refurbishment of <u>Firearms.</u>		
Section III. Bid Data Sheet (BDS)					
B. Technical Documents					
12.1 ii. Completed and signed Technical Bid Form and other Technical Documents			12.1 ii. Completed and signed Technical Bid Form and other Technical Documents		
Annex V-A	Technical Bid Form		Revised Annex V-A	Technical Bid Form	
Annex V-A1	Terms of Reference		Annex V-A1	Terms of Reference	
Annex V-A2	Test Parameters		Annex V-A2	Test Parameters	
vi. Valid and current PNP License of the Bidder as follows:			vi. Valid and current PNP License of the Bidder as follows:		
a. As Gun/Spare Parts Dealer or Indentors; and			a. As Gun/Spare Parts Dealer or Indentors; <u>and/or</u>		
b. As Gun Repairer			b. As Gun Repairer		



v. Current Photos and Location Map of the Bidder's Repair Facility;	v. Current Photos and Location Map of the Manufacturer's Repair Facility;
vi. Valid and current written appointment or authorization of the Original Equipment Manufacturer to engage in the Repair of Firearms Sniper Weapon System (SWS);	vi. DELETED
vii. Certification that the Bidder is the authorized Distributor of the item being bid for.	vii. DELETED

Section VI. Bidding Forms

<p>4. Delivery:</p> <ul style="list-style-type: none"> • Delivery Period: <table border="1"> <thead> <tr> <th>Deliveries</th> <th>No. of Days upon receipt of Notice of Availability of Rifle, Sniper Cal.50 Barrett M95 from PITC</th> <th>Minimum quantity to be repaired/ replacement of Spare Parts per Tranche</th> </tr> </thead> <tbody> <tr> <td>1st Tranche</td> <td>Within Ninety (90) Calendar Days upon receipt of Notice of Availability from PITC of the 1st Tranche</td> <td>Seven (7) units</td> </tr> <tr> <td>2nd Tranche</td> <td>Within Sixty (60) Calendar Days upon receipt of Notice of Availability from PITC of the 2nd Tranche</td> <td>Seven (7) units</td> </tr> <tr> <td>3rd Tranche</td> <td>Within Sixty (60) Calendar Days upon receipt of Notice of Availability from PITC of the 3rd Tranche</td> <td>Seven (7) units</td> </tr> <tr> <td align="center" colspan="2">Total</td> <td>Twenty-One (21) units</td> </tr> </tbody> </table>	Deliveries	No. of Days upon receipt of Notice of Availability of Rifle, Sniper Cal.50 Barrett M95 from PITC	Minimum quantity to be repaired/ replacement of Spare Parts per Tranche	1 st Tranche	Within Ninety (90) Calendar Days upon receipt of Notice of Availability from PITC of the 1 st Tranche	Seven (7) units	2 nd Tranche	Within Sixty (60) Calendar Days upon receipt of Notice of Availability from PITC of the 2 nd Tranche	Seven (7) units	3 rd Tranche	Within Sixty (60) Calendar Days upon receipt of Notice of Availability from PITC of the 3 rd Tranche	Seven (7) units	Total		Twenty-One (21) units	<p>4. Delivery:</p> <ul style="list-style-type: none"> • Delivery Period: <table border="1"> <thead> <tr> <th>Deliveries</th> <th>No. of Days upon receipt of Notice of Availability of Rifle, Sniper Cal.50 Barrett M95 from PITC</th> <th>Minimum quantity to be repaired/ replacement of Spare Parts per Tranche</th> </tr> </thead> <tbody> <tr> <td>1st Tranche</td> <td>Within Ninety (90) Calendar Days upon receipt of Notice of Availability from PITC of the 1st Tranche</td> <td>Ten (10) units</td> </tr> <tr> <td>2nd Tranche</td> <td>Within Ninety (90) Calendar Days upon receipt of Notice of Availability from PITC of the 2nd Tranche</td> <td>Eleven (11) units</td> </tr> <tr> <td align="center" colspan="2">Total</td> <td>Twenty-One (21) units</td> </tr> </tbody> </table>	Deliveries	No. of Days upon receipt of Notice of Availability of Rifle, Sniper Cal.50 Barrett M95 from PITC	Minimum quantity to be repaired/ replacement of Spare Parts per Tranche	1 st Tranche	Within Ninety (90) Calendar Days upon receipt of Notice of Availability from PITC of the 1 st Tranche	Ten (10) units	2 nd Tranche	Within Ninety (90) Calendar Days upon receipt of Notice of Availability from PITC of the 2 nd Tranche	Eleven (11) units	Total		Twenty-One (21) units
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Below are the clarifications/requests for consideration by the prospective bidders, which have been answered by the PITC Bids and Awards Committee I and Philippine Army (PA).

ARMSCOR GLOBAL DEFENSE, INC. in its letter dated October 31, 2018 and received by BAC on November 5, 2018.

Query 1:	<p>ITB Clause No. 5.4</p> <p>For the provision on similar contract, may it be changed from Repair/Refurbishment of Sniper Rifles to Firearms?</p> <p>This will be the first time that Armscor will do a contract for repair/refurbishment. Thus we don't have such contract.</p>
BAC I/PA:	REQUEST GRANTED. As stated in this Supplemental Bid Bulletin I.
Query 2:	<p>ITB No. 5: Completion period and Delivery Place</p> <p>Can it be delivered in 2 tranches?</p> <p>10 units on the 1st Tranche and 11 units on the 2nd Tranche.</p>
BAC I/PA:	REQUEST GRANTED. As stated in this Supplemental Bid Bulletin I.



Query 3:	<p>ITB No. 10.1 under b) Technical Documents: (iv) Valid and Current PNP License of the Bidder May we request that the <u>Gun Repairer License be omitted</u> or can the provision just state</p> <p>a. As Gun/Spare Parts Dealer or Indentors; <u>and/or</u> b. As Gun Repairer</p> <p>Armscor doesn't have a Gun Repairer License because our Indent License/LTO already covers the said repair activity for our end users as a manufacturing company.</p>
BAC I/PA:	REQUEST GRANTED. As stated in this Supplemental Bid Bulletin I.
Query 4:	<p>(v) Current Photos and Location Map of the Bidder's Repair Facility Should it be <u>Manufacturer's</u> Repair Facility? The bidder may not necessarily be the manufacturer of the product being procured.</p>
BAC I/PA:	REQUEST GRANTED. As stated in this Supplemental Bid Bulletin I.
Query 5:	<p>(vi) Valid and Current written appointment or authorization of the OEM to engage in the Repair of Firearms Sniper Weapon System. (vii) Certification that the bidder is the authorized Distributor of the item being bid for. May we respectfully ask that these provisions be <u>deleted</u>?</p>
BAC I/PA:	REQUEST GRANTED. As stated in this Supplemental Bid Bulletin I.

UNITED DEFENSE MANUFACTURING CORP. in its letter dated November 6, 2018 and received by BAC on the same date.

Query 1:	<p>We read in the bid documents that the funding source of this project is from the Philippine Army but it is not clear in the bid docs if the Incoterms for this project is Delivered at Place (DAP) or Delivered Duty Paid (DDP). We would like to ask this question since the Armed Forces of the Philippines normally do not require the supplier to pay for the 12% import tax and 15% import duty by virtue of the AFP Modernization Law. And even if the funds will not be disbursed from the said modernization program, we have encountered in the past where the AFP has issued a certification to the Bureau of Customs and endorsed by the Department of Finance with regards to the deferred payment of taxes for the account of the AFP.</p> <p>Although, we have read on page 48 under Clause 12 of General Conditions of the Contract that <i>"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,"</i> we apologize for still wanting to clarify this matter just to be properly guided on the determination of our bid price.</p>
BAC I/PA:	Since the source of fund for the project is Maintenance Operation and Other Expenses (MOOE) of the Philippine Army and not AFP Modernization, Delivered at Place (DAP) or Delivered Duty Paid (DDP) is not applicable. Hence, the Bid Price must be VAT Inclusive .



Bidders are advised to use and submit the Technical Bid Form per **Revised Annex V-A** and together with other required documents for the **Bid Opening on 20 November 2018, 10:00 AM**. Also, please use the **Revised Checklist of Requirements** as reference.

This **Supplemental Bid Bulletin No. 1** shall form part of the Bidding Documents. Any provisions in the Bidding Documents inconsistent herewith is hereby amended, modified and superseded accordingly.

For guidance and information of all concerned.

Issued this 12th day of November 2018 in Makati City.

Reviewed and Approved by:

ATTY. MA. VICTORIA C. MAGCASE
Chairperson

(Sgd.) ATTY. MARIA GUDLIA C. GUESE
Vice Chairperson

(Sgd.) CHRISTABELLE P. EBRIEGA
Member

(Sgd.) DAVID A. INOCENCIO
Member

(Sgd.) MYRA T. ALVAREZ
Member

Concurred by:

MGEN JOSELITO M REYES AFP
PA Provisional Member

(Sgd.) BGEN BYRON H CALIMAG AFP
PA Alternate Provisional Member

(PLEASE RETURN OR FAX THIS PORTION ONLY TO THE PITC BAC-1)

Received by : (PLS. SIGN) _____

Bidder's Name: (PLS. PRINT) _____

Date : _____



PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER.

Revised Annex V-A
(page 2 of 4)

PHILIPPINE INTERNATIONAL TRADING CORPORATION
TECHNICAL BID FORM

REPAIR AND REPLACEMENT OF SPARE PARTS OF 21 UNITS RIFLE,
SNIPER CAL. 50 BARRETT M95 FOR THE PHILIPPINE ARMY (PA)
Bid Ref. No. MPG-BI-2018-159

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TO THE BIDDER: Indicate “COMPLY” if Bidder’s Statement of Compliance meets the technical specifications and project requirements. DO NOT LEAVE ANY BLANK. A “YES OR NO” ENTRY WILL NOT BE ACCEPTED. FAILURE TO CONFORM WILL RESULT IN A RATING OF “FAILED”.

Line No.	Additional Requirements to be provided by the Bidder, If Awarded the Contract	Bidder’s Statement of Compliance
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4.	<p>Delivery:</p> <ul style="list-style-type: none"> • Delivery Period: 													
	<table border="1"> <thead> <tr> <th align="center">Deliveries</th> <th align="center">No. of Days upon receipt of Notice of Availability of Rifle, Sniper Cal. 50 Barrett M95 from PITC</th> <th align="center">Minimum Quantity to be Repaired/ Replacement of Spare Parts per Tranche</th> </tr> </thead> <tbody> <tr> <td align="center">1st Tranche</td> <td align="center">Within Ninety (90) Calendar Days upon receipt of Notice of Availability from PITC of the 1st Tranche</td> <td align="center">Ten (10) units</td> </tr> <tr> <td align="center">2nd Tranche</td> <td align="center">Within Ninety (90) Calendar Days upon receipt of Notice of Availability from PITC of the 2nd Tranche</td> <td align="center">Eleven (11) units</td> </tr> <tr> <td align="center" colspan="2">Total</td> <td align="center">Twenty One (21) units</td> </tr> </tbody> </table>		Deliveries	No. of Days upon receipt of Notice of Availability of Rifle, Sniper Cal. 50 Barrett M95 from PITC	Minimum Quantity to be Repaired/ Replacement of Spare Parts per Tranche	1 st Tranche	Within Ninety (90) Calendar Days upon receipt of Notice of Availability from PITC of the 1 st Tranche	Ten (10) units	2 nd Tranche	Within Ninety (90) Calendar Days upon receipt of Notice of Availability from PITC of the 2 nd Tranche	Eleven (11) units	Total		Twenty One (21) units
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Total		Twenty One (21) units												
<ul style="list-style-type: none"> • Delivery Place: Special Operations Command, Philippine Army, Fort Ramon Magsaysay, 3130 Nueva Ecija. • All delivery/ies must be done in the presence of PA and PITC authorized representative/s. All expenses relative to the inspection and acceptance shall be for the account of the Supplier. Expenses shall include but not limited to air transportation, accommodation and incidental expenses. There will be Two (2) representatives from PITC and Four (4) from PA who will attend the delivery and inspection per delivery site. 														

BIDDER’S UNDERTAKING

I/WE, the undersigned bidder, having examined the Bidding Documents including Bid Bulletins, as applicable, hereby OFFER to (supply/deliver/perform) the above described items.
I/We undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security **within ten (10) calendar days** from receipt of the Notice of Award.
Until a formal contract/order confirmation is prepared and signed, this Bid is binding on us.

Name of Company (in print)

Signature of Company Authorized Representative

Name & Designation (in print)

Date



PLEASE USE THIS BID FORM. DO NOT RETYPE OR ALTER.

Revised Annex V-A

(page 3 of 4)

**PHILIPPINE INTERNATIONAL TRADING CORPORATION
TECHNICAL BID FORM**

**REPAIR AND REPLACEMENT OF SPARE PARTS OF 21 UNITS RIFLE,
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TO THE BIDDER: Indicate "COMPLY" if Bidder's Statement of Compliance meets the technical specifications and project requirements. DO NOT LEAVE ANY BLANK. A "YES OR NO" ENTRY WILL NOT BE ACCEPTED. FAILURE TO CONFORM WILL RESULT IN A RATING OF "FAILED".

Line No.	Additional Requirements to be provided by the Bidder, If Awarded the Contract	Bidder's Statement of Compliance
4.	<p><i>Continuation....</i> Delivery:</p> <ul style="list-style-type: none">• The Supplier shall be responsible in unloading the items from the container to the designated warehouse of the PA. All costs related to porter services, 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.• The supplier must inform PITC account officer at least seven (7) days prior to the delivery of goods in delivery place/site. Failure to give due notice shall be a ground for non-acceptance of delivery.▪ Other than the delivery schedule / quantities stated, NO partial deliveries are allowed. Only Complete deliveries will be accepted.▪ Delivery made for "safekeeping" purposes is NOT ALLOWED.▪ All expenses related to the delivery, inspection and acceptance shall be for the account of the supplier.	
5.	<p>Warranty:</p> <ul style="list-style-type: none">▪ For Labor: Shall be issued in favor of the PHILIPPINE ARMY (PA) with a validity period minimum of Six (6) months from date of final acceptance.▪ For Parts: Shall be issued in favor of the PHILIPPINE ARMY (PA) with a validity period minimum of One (1) year from date of final acceptance.	

BIDDER'S UNDERTAKING

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

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

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

Name of Company (in print)

Signature of Company Authorized Representative

Name & Designation (in print)

Date



PITC BIDS AND AWARDS COMMITTEE I

REVISED CHECKLIST OF REQUIREMENTS

Name of Company : _____

Project: **REPAIR AND REPLACEMENT OF SPARE PARTS OF 21 UNITS RIFLE, SNIPER CAL. 50 BARRETT M95 FOR THE PHILIPPINE ARMY (PA)**

Bid Ref No.: **MPG-BI-2018-159**

Approved Budget (ABC): **₱ 17,980,769.23**

Per Bid Docs Item No.	Particulars	
	CERTIFICATION ON ELIGIBILITY	

ENVELOPE 1: ELIGIBILITY AND TECHNICAL DOCUMENTS

a. ELIGIBILITY (CLASS “A” DOCUMENTS)

a.1 ELIGIBILITY DOCUMENTS

12.1 a (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;	
12.1 a (ii)	Valid and current Business/Mayor’s Permit for 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; In case of 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;	
12.1 a (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;	
12.1 a (iv)	Copy of Audited Financial Statements for 2017 and 2016 (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). Each of the above statements must have stamped “received” by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions.	

OR

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.

*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 the Audited Financial Statements for 2017 and 2016 (stamped received by the BIR or its duly accredited and authorized institution) together with the Platinum Registration.



	<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>	
<p>12.1 a.1 (v)</p>	<p>Statement of all ongoing government and private contracts including contract awarded but not yet started), if any whether similar or not in nature and complexity to the contract to be bid. (Annex I);</p>	
<p>12.1 a.1 (vi)</p>	<p>Statement of Single Largest Completed Contract similar to the contract to be bid within the last five (5) years from the date of submission and receipt of bids amounting to at least twenty five Percent (25%) of the ABC of the project. (Annex I-A)</p> <p>“Similar contract” shall mean Repair/Refurbishment of Firearms.</p> <p>Any of the following documents must be attached in Annex I-A:</p> <ul style="list-style-type: none"> • Copy of End User’s Acceptance; or • Copy of Official Receipt/s; or • Copy of Sales Invoice with Collection Receipt/s 	
<p>12.1 a.1 (vii)</p>	<p>Duly signed Certificate of Net Financial Contracting Capacity (NFCC) per Annex II-A, in accordance with ITB Clause 5.5 or Committed Line of Credit Annex II-B.</p> <p>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-A.</p> <p>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.</p> <p>Notes:</p> <ol style="list-style-type: none"> 1. The phrase “the values of the bidder’s current assets and current liabilities” shall be based on the data submitted to the BIR, which refers to the values of the current assets and current liabilities reflected in the Annual Income Tax Return and Audited Financial Statements. 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 	
<p>12.1 b.1 (vii)</p>	<p><u>OR</u></p> <p>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. The amount of the committed Line of Credit MUST BE MACHINE VALIDATED. (Annex II-B)</p>	



CLASS “B” DOCUMENTS (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.

1) For joint Ventures, Bidder to submit either:

- (i) Copy of 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.

2) Each JV Partner, must submit the following:

Local JV Partner

- (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;

In case of 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 issued by Accounts Receivable Monitoring Division per Executive Order 398, Series of 2005, as finally reviewed and approved by the BIR.
- (iv) Copy of Audited Financial Statements for 2017 and 2016 (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;
- (ii) 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.
- (iii) Corporate Financial Statement or Annual Report for 2017 or 2016.

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:

For Local JV Partner: Audited Financial Statements for 2017 and 2016 (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 2016 or 2015.

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”

For other required Class “A” Eligibility Documents, submission by any of the partner(s) constitutes collective compliance. Provided that the partner responsible to submit the NFCC shall likewise submit the Statement of All its Ongoing Contracts (Annex I).

b. TECHNICAL DOCUMENTS

12.1.
b (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	ABC (PhP) (VAT Inclusive)	Bid Security (Php)	
		2% of ABC	5% of ABC
Repair and Replacement of Spare Parts of 21 Units Rifle, Sniper Cal. 50 Barrett M95	17,980,769.23	359,615.38	899,038.46

*** Must be issued by a Local Universal or Local Commercial Bank.*



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 28.3(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.



	<ul style="list-style-type: none"> ▪ 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. 							
12.1.b (ii)	<p>Completed and signed Technical Bid Form and other Technical Documents:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td>Revised Annex V-A</td> <td>Technical Bid form</td> </tr> <tr> <td>Annex V-A1</td> <td>Terms of Reference</td> </tr> <tr> <td>Annex V-A2</td> <td>Test Parameters</td> </tr> </table>	Revised Annex V-A	Technical Bid form	Annex V-A1	Terms of Reference	Annex V-A2	Test Parameters	
Revised Annex V-A	Technical Bid form							
Annex V-A1	Terms of Reference							
Annex V-A2	Test Parameters							
12.1.b (iii)	<p>Hard copy or print of Technical Manual or Part List/ Catalogue indicating the Part Number of the Spare Parts showing compliance to the required Technical Specifications for all the items. All other pages of the catalogue may be submitted in electronic copy. Technical Manual or Part List indicating the Part Number of the Spare Parts showing compliance to the required Technical Specifications for all the items.</p> <p>Internet downloads may be included to supplement the information contained in the original brochures.</p> <p>If the Technical Data Sheet is not in English language, this must be accompanied by a translation of the document in English. It shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country; and shall be authenticated by the appropriate Philippine foreign bidder's affairs in the Philippines. The English translation shall govern, for purposes of interpretation of the bid.</p>							
12.1.b (iv)	<p>Valid and Current PNP License of the Bidder as follows:</p> <ul style="list-style-type: none"> a. As Gun / Spare Parts Dealer or Indentors; and/or b. As Gun Repairer 							
12.1.b (v)	<p>Current Photos and Location Map of the Manufacturer's Repair Facility</p>							
12.1.b (vi)	<p>Proof of Authority of the designated representative/s for purposes of the bidding.</p> <ul style="list-style-type: none"> a. Duly notarized Special Power of Attorney – For Sole Proprietorship if owner opts to designate a representative/s; OR b. Duly notarized Secretary's Certificate evidencing the authority of the designated representative/s, issued by the corporation, cooperative or the members of the joint venture. <p>Provided that 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 representatives for purposes of this bidding</p>							



12.1.b (vii)	Omnibus Sworn Statement (Annex VI). (a) Authority of the designated representative with corresponding proof of authorization; (b) Non-inclusion in the Blacklist nor Under Suspension Status by Any Agency or Government Instrumentality; (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	
ENVELOPE 2: FINANCIAL COMPONENT		
13.1 (a)	Completed and signed Financial Bid Forms Annex VII Detailed Financial Bid Form Annex VII-A	

Note:

- 1. In case of inconsistency between the Checklist of Requirements for bidders and the provisions in the Instructions to Bidders and Bid Data Sheet, the Instructions to Bidders and Bid Data Sheet shall prevail.**
- 2. In order to facilitate efficiency in evaluating all the documents submitted by the prospective bidder/supplier, we encourage all prospective bidders to put tabs in all documents to be submitted with the same number as indicated in this Eligibility, Technical and Financial Documents checklist.**