



BIDS AND AWARDS COMMITTEE I

Supplemental/Bid Bulletin No. 1
SUPPLY AND DELIVERY OF 11,300,000 ROUNDS BRAND NEW
CTG 9MM, BALL FOR THE PHILIPPINE ARMY (PA)
Bid Reference No. MPG-BI-2020-418
Approved Budget for the Contract - ₱ 175,037,000.00

This **Supplemental/Bid Bulletin No. 1** is being issued to clarify, modify and amend Bidding Documents.

Due to PhilGEPS Website being under maintenance until September 11, 2020 and pursuant to PhilGEPS advice, this Bid Bulletin No. 4 is posted in the PITC Website only and shall already be binding to all interested bidders.

SECTION I. Invitation to Bid	
FROM	
xxx..	
4. Required delivery period and place:	
Delivery Period	Delivery Place
<p>Within One Hundred Eighty (180) calendar days upon receipt of Notice to Proceed or Opening of Letter of Credit whichever comes later.</p> <p>However, if payment is through a Letter of Credit, the supplier's Proforma Invoice for LC opening must be issued/made to PITC within seven (7) calendar days from receipt of Notice of Award. Also, Single Administrative Document (SAD) must be submitted within seven (7) calendar days upon receipt of the Notice to Submit SAD. Otherwise, the period for delivery shall be reckoned from date of receipt of the Notice to Proceed.</p>	Ammo Company, AAB Warehouse-, LSG, ASCOM, PA, Camp Servillano Aquino, San Miguel, Tarlac City
TO	
Delivery Period	Delivery Place
<p>Within One Hundred Eighty (180) calendar days upon receipt of Notice to Proceed or Opening of Letter of Credit whichever comes later.</p> <p>However, if payment is through a Letter of Credit, the supplier's Proforma Invoice for LC opening must be issued/made to PITC within seven (7) calendar days from receipt of Notice of Award. Also, Single Administrative Document (SAD) must be submitted within seven (7) calendar days upon receipt of the Notice to Submit SAD. Otherwise, the period for delivery shall be reckoned from date of receipt of the Notice to Proceed.</p> <p>Partial delivery is allowed provided that:</p> <ol style="list-style-type: none"> 1. Minimum of Fifty Percent (50%) of the total quantity of goods is delivered within Ninety (90) calendar day from receipt of NTP. 2. Every delivery shall be subject to PDI and Acceptance Test. 	Ammo Company, AAB Warehouse , LSG, ASCOM, PA, Camp Servillano Aquino, San Miguel, Tarlac City.



FROM

xxx..

9. The **Schedule of Bidding Activities** shall be as follows:

ACTIVITIES	TIME	VENUE
1. Sale and Issuance of Bidding Documents	8:00 AM to 4:00 PM only, Mondays to Fridays, starting 07 August 2020	BAC I Secretariat c/o Ms. Jane C. Arcilla at 4/F, NDC Building, 116 Tordesillas Street, Salcedo Village, 1227 Makati
2. Pre-bid Conference	17 August 2020, 3:00 PM	5/F Conference Room, NDC Building, 116 Tordesillas Street, Salcedo Village, 1227 Makati City
3. Submission and Opening of Bids	07 September 2020, 10:00 AM *late bids shall not be accepted	5/F Conference Room, NDC Building, 116 Tordesillas Street, Salcedo Village, 1227 Makati City

xxx..

TO

9. The **Schedule of Bidding Activities** shall be as follows:

ACTIVITIES	TIME	VENUE
1. Sale and Issuance of Bidding Documents	8:00 AM to 4:00 PM only, Mondays to Fridays, starting 07 August 2020	BAC I Secretariat c/o Ms. Jane C. Arcilla at 4/F, NDC Building, 116 Tordesillas Street, Salcedo Village.
2. Pre-bid Conference	17 August 2020, 3:00 PM	<u>Via video conference**</u> <u>(Zoom)</u>
3. Submission of Bids	18 September 2020, 2:00 PM late bids shall not be accepted	3F Conference Room, NDC Building, 116 Tordesillas Street, Salcedo Village, 1227 Makati City
4. Opening of Bids	<u>18 September 2020, 2:00 PM</u>	<u>Via video conference**</u> <u>(Zoom)</u>

***Only two (2) representatives per bidder shall be allowed to participate in the Zoom Conference.*

SECTION III. Bid Data Sheet Clause 12.1

FROM

TO

a.2 ELIGIBILITY DOCUMENTS FOR FOREIGN MANUFACTURER

Class "A" Documents:

- (i) xxx..
- (ii) xxx.

((iii) Corporate Financial Statement or Annual Report for 2019 and 2018

a.2 ELIGIBILITY DOCUMENTS FOR FOREIGN MANUFACTURER

Class "A" Documents:

- (i) xxx.
- (ii) xxx.

((iii) Corporate Financial Statement or Annual Report for 2019 **or** 2018



FROM	TO
<p>Class “B” Document; (For Joint Venture)</p> <p>xxxx</p> <p>(ii) Copy of Protocol/Undertaking of Agreement to Enter into Joint Venture (Annex III) in case the joint venture is not yet in existence.</p> <p>In case bidder submits a Protocol/Undertaking of Agreement, the submission of a valid JVA shall be within ten (10) calendar days from receipt by the bidder of the notice from the BAC I that the bidder is the Lowest Calculated and Responsive Bid [Sec 37.1.4 (a) (i)] of Revised Implementing Rules and Regulation (IRR) of Republic Act (RA) 9184].</p> <p>xxx</p>	<p>Class “B” Document; (For Joint Venture)</p> <p>xxxx</p> <p>(ii) Copy of Protocol/Undertaking of Agreement to Enter into Joint Venture (Annex III) in case the joint venture is not yet in existence.</p> <p><u>In case bidder submits Protocol/Undertaking of Agreement, the submission of a valid JVA shall be within ten (10) calendar days from receipt by the bidder of the Notice of Award [Sec 37.1.4 (a) (i)] of Revised Implementing Rules and Regulation (IRR) of Republic Act (RA) 9184].</u></p> <p>xxx</p>
	<p><u>31.3 Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:</u></p> <p><u>(a) Submission of the following documents within ten (10) calendar days from receipt of the Notice of Award:</u></p> <p><u>i. Valid JVA, if applicable;</u></p> <p><u>ii. In case of foreign corporation, SEC Certificate of Registration and/or authority or license from the appropriate Philippine government agency.</u></p> <p><u>(b) Posting of the performance security in accordance with ITB Clause 33;</u></p> <p><u>(c) Signing of the contract as provided in ITB Clause 32; and</u></p> <p><u>(d) Approval by higher authority, if required, as provided in Section 37.3 of the IRR RA 9184.</u></p>



SECTION V. Special Conditions of Contract (SCC) Clause 17.3

FROM	TO
<p>In this particular bidding, the warranty requirement is minimum of one (1) year from date of final acceptance of delivery in full (full replacement for defective items).</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 five percent (5%) of the total contract or</p> <p>(b) Special Bank Guarantee equivalent to five percent (5%) of the total contract</p> <p>Retention of five percent (5%) of the total contract price will be withheld during 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 five percent (5%) 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>In this particular bidding, the warranty requirement is minimum of one (1) year from date of final acceptance of delivery in full (full replacement for defective items).</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 one percent (1%) of the total contract or</p> <p>(b) Special Bank Guarantee equivalent to one percent (1%) of the total contract</p> <p>Retention of one percent (1%) of the total contract price will be withheld during 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 one percent (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>

SECTION VI. Bidding Forms

FROM	TO
<p>Annex IV BID SECURING DECLARATION (2 pages)</p>	<p>Revised Annex IV BID SECURING DECLARATION (2 pages)</p>
<p>Annex V-A TECHNICAL BID FORM (7 pages)</p>	<p>Revised Annex V-A TECHNICAL BID FORM (7 pages)</p>



Below are the queries/requests for consideration by ARMSCOR GLOBAL DEFENSE, INC. in its letter/e-mail dated and received by BAC dated 26 August 2020:

Clause	As Stated in the Bid Documents	Armcor's Suggested Amendments	PA and PITC Response
1. BDS Section 15.4(b)	<p>Bid prices of both Foreign and Local manufacturers must be quoted Delivered at Place (DAP), customs duties and taxes for the account of PA and should not exceed the ceiling price for the item in the financial bid form.</p> <p>PA shall be responsible for the payment of duties and taxes for imported items only. Local manufacturers are not entitled to reimbursement for the taxes and duties they paid for the imported component of the goods.</p> <p>Thus, the bid price quoted by both local and foreign bidder/s must already consider cost of goods and all expenses related to the release of the goods as well as delivery such as but not limited to import costs, brokerage cost, all risk insurance, unloading, handling etc., as applicable.</p>	<p>Bid prices of both Foreign and Local manufacturers must be quoted Deliver Duties Paid (DDP), customs duties and taxes for the account of PA and should not exceed the ceiling price for the item in the financial bid form.</p> <p>Thus, the bid price quoted by both local and foreign bidder/s must already consider cost of goods and all expenses related to the release of the goods as well as delivery such as but not limited to import costs, brokerage cost, all risk insurance, unloading, handling etc., as applicable.</p> <p>The qualifying statements, "PA shall be responsible for the payment of duties and taxes for imported items only" effectively changes the delivery terms for local manufacturers from Delivered at Place (DAP) to <u>Delivered Duties Paid (DDP)</u>, since local manufacturers pay customs and duties (15%) for raw materials, and 12% for value added tax, while the Philippine Army pays for these taxes foreign manufacturers, which we find unfair treatment to a Filipino manufacturer that provides jobs for the Filipino workers, making ammunition for Filipino Soldiers.</p> <p>This provision further deprives the much-needed government revenues, especially at this time when the Philippine economy is suffering from the effects of the COVID 19 pandemic. It may be noteworthy to mention that the PNP requires that all procurement of all ammunition be delivered under the terms "Delivered Duties Paid (DDP).</p> <p>We respectfully cite the "Bayanihan to Heal as One Act" (R.A. 11469), which declared as a national policy that, <i>"The COVID-19 pandemic has greatly affected nations worldwide, including the Philippines, and has caused and is continuing to cause loss lives and disruption to the economy. Thus, there is an urgent need to: xxx (h) promote and protect the collective interests of all Filipinos in these challenging times."</i></p>	Noted. However, DAP requirement is retained
2. SCC Section V, Clause 10 (Payment)	<p>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 and receipt of proceeds from end user client. All payments are subject to applicable withholding taxes.</p>	<p>May we respectfully request that Armcor Global Defense Inc. be allowed the option for partial payment of every partial delivery made.</p>	<p>Partial Payment is allowed subject to delivery conditions as detailed below:</p> <ol style="list-style-type: none"> 1. Minimum of Fifty Percent (50%) of the total quantity of goods is delivered within Ninety (90) calendar days from receipt of Notice to Proceed (NTP). 2. Every delivery shall be subject to PDI and Acceptance Test.



Clause	As Stated in the Bid Documents	Armcor's Suggested Amendments	PA and PITC Response														
<p>3.TBF Annex V-A Line No. 5, Delivery Period: Clause 10 (Payment)</p>	<p>Delivery Period: Within One Hundred Eighty (180) calendar days upon receipt of Notice to Proceed or opening of Letter of Credit, whichever is later; provided, however, if payment is through a Letter of Credit, the supplier's Proforma Invoice for LC opening must be issued/made to PITC within seven (7) calendar days from receipt of Notice of Award. Also, Single Administration Document (SAD) must be submitted seven (7) days upon receipt of Notice to Submit SAD prior to Opening of LC. Otherwise, the period for delivery shall be reckoned from date of receipt of Notice to Proceed.</p> <p>Delivery Place: Ammo Company, AAB Warehouse, LSG, ASCOM, PA, Camp Servillano Aquino, San Miguel, Tarlac City</p>	<p>May we respectfully request that Armcor Global Defense Inc. be allowed the option for partial delivery-partial payment under the following Delivery Schedule:</p> <table border="1" data-bbox="687 427 1190 972"> <thead> <tr> <th>Descri ption</th> <th>Qty (rds)</th> <th colspan="2">Delivery Period</th> </tr> </thead> <tbody> <tr> <td rowspan="4">Ctg. 9mm Ball</td> <td rowspan="4">11,300,000 rds</td> <td>Tranche 1: 3,000,000 rds</td> <td>NLT 90 days upon issuance of NTP</td> </tr> <tr> <td>Tranche 2: 3,000,000 rds</td> <td>NLT 120 days upon issuance of NTP</td> </tr> <tr> <td>Tranche 3: 3,000,000 rds</td> <td>NLT 180 days upon issuance of NTP</td> </tr> <tr> <td>Tranche 4: 2,300,000 rds</td> <td>NLT 240 days upon issuance of NTP</td> </tr> </tbody> </table> <p>Delivery Place: Ammo Company, AAB Warehouse, LSG, ASCOM, PA, Camp Servillano Aquino, San Miguel, Tarlac City, Philippines.</p> <p>This will allow the Philippine Army to issue the needed ammunition early.</p>	Descri ption	Qty (rds)	Delivery Period		Ctg. 9mm Ball	11,300,000 rds	Tranche 1: 3,000,000 rds	NLT 90 days upon issuance of NTP	Tranche 2: 3,000,000 rds	NLT 120 days upon issuance of NTP	Tranche 3: 3,000,000 rds	NLT 180 days upon issuance of NTP	Tranche 4: 2,300,000 rds	NLT 240 days upon issuance of NTP	<p>Within One Hundred Eighty (180) calendar days upon receipt of Notice to Proceed or Opening of Letter of Credit whichever comes later.</p> <p>However, if payment is through a Letter of Credit, the supplier's Proforma Invoice for LC opening must be issued/made to PITC within seven (7) calendar days from receipt of Notice of Award. Also, Single Administrative Document (SAD) must be submitted within seven (7) calendar days upon receipt of the Notice to Submit SAD. Otherwise, the period for delivery shall be reckoned from date of receipt of the Notice to Proceed.</p> <p>Partial delivery is allowed provided that:</p> <ol style="list-style-type: none"> 1. Minimum of Fifty Percent (50%) of the total quantity of goods is delivered within Ninety (90) calendar day from receipt of NTP. 2. Every delivery shall be subject to PDI and Acceptance Test.
Descri ption	Qty (rds)	Delivery Period															
Ctg. 9mm Ball	11,300,000 rds	Tranche 1: 3,000,000 rds	NLT 90 days upon issuance of NTP														
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		Tranche 3: 3,000,000 rds	NLT 180 days upon issuance of NTP														
		Tranche 4: 2,300,000 rds	NLT 240 days upon issuance of NTP														
<p>4. Technical Specification per Annex V-A, Line No.7</p>	<p>Inner Packaging: Carton Box with ammo tray (50rds/box) in water resistant packaging material.</p>	<p>Inner Packaging: Carton Box with ammo tray (50rds/box) in water resistant packaging material OR Wax-coated carton box with plastic ammo tray (50rds/box)</p> <p>The Test and Acceptance Procedures (TAP) does not include the test procedures and standard for a "water resistant packaging". Also, the water resistant packaging is applicable to the match ammo which do not require a water proof sealant to ensure consistency of action time and muzzle velocity. Furthermore, The Ctg. 9mm ball already is water sealed (with appropriate tests in the TAP), and the carton box the we supply have their coatings of wax, which offer considerable water resistance.</p>	<p>Requirement on Inner packaging is retained.</p>														



Clause	As Stated in the Bid Documents	Armcor's Suggested Amendments	PA and PITC Response
5.SCC, Clause 17.3	<p>In this particular bidding, the warranty requirement is minimum of one (1) year from date of final acceptance of delivery in full (full replacement for defective items).</p> <p>The obligation for the warranty for each item being bid shall be covered either of the following:</p> <p>Retention Money equivalent to five percent (5%) of the total contract or</p> <p>Special Bank Guarantee equivalent to five percent (5%) of the total contract</p>	<p>In this particular bidding, the warranty requirement is minimum of one (1) year from date of final acceptance of delivery in full (full replacement for defective items).</p> <p>The obligation for the warranty for each item being bid shall be covered either of the following:</p> <p>Retention Money equivalent to One percent (1%) of the total contract or</p> <p>Special Bank Guarantee equivalent to One percent (5%) of the total contract.</p> <p>We respectfully request that the warranty requirement be adjusted to comply with the minimum requirements of the law:</p> <p>"Section 62. Warranty</p> <p>62.1. For the procurement of Goods, in order to assure that the manufacturing defects shall be corrected by the supplier, a warranty security shall be required from the contract awardee for a minimum period of three (3) months, in the case of Expendable Supplies, or a minimum period of one (1) year in the case of Non-expendable Supplies, after acceptance by the Procuring Entity of the delivered supplies. The obligation for the warranty shall be covered by either retention money in an amount equivalent to at least one percent (1%) but not to exceed the five percent (5%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) but not to exceed five percent (5%) of the total contract price."</p> <p>We submit that as a Filipino company committed to serving the needs of the Filipino Soldiers, we would be able to replace any defective ammunition attributed to AGDI's production process even beyond the warranty period. A five percent (5%) retention for a period is quite high and quite long, considering that all business in the country are still being affected by the pandemic.</p>	<p>Request granted. Please refer to Special Conditions of the Contract Clause 17.3 xxxx</p> <p>.....</p>

For guidance and information of all concerned.

Issued this 7th day of September 2020 in Makati City.

Reviewed and Approved by:

CHRISTABELLE P. EBRIEGA
Chairperson, Bids and Awards Committee – I

ATTY. MARIA GUDELIA C. GUESE
Vice Chairperson

MYRA CHITELLA T. ALVAREZ
Member

DAVID A. INOCENCIO
Member



JOEL S. RODRIGUEZ

Member

ATTY. MITZELL ARTHUR R. MAGDAONG

Alternate Member

Concurred by:

MGEN GLENN CRUZ AFP

Provisional Member- PA

Received by:	

(SIGNATURE OVER PRINTED NAME & DATE)	NAME OF COMPANY
(PLEASE RETURN OR FAX THIS PAGE ONLY TO THE PITC BAC-I)	



REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

BID-SECURING DECLARATION

SUPPLY AND DELIVERY OF 11,300,000 ROUNDS BRAND NEW CTG 9MM, BALL FOR THE PHILIPPINE ARMY (PA) Bid Ref. No. MPG-BI-2020-418 Approved Budget for the Contract - ₱ 175,037,000.00

To: **PHILIPPINE INTERNATIONAL TRADING CORPORATION**
NDC Building, 116 Tordesillas St., Salcedo Village, Makati

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration¹, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1 (b), 34.2, 40.1, and 69.1, except 69.1 (f) of the IRR of RA 9184; without prejudice to the other legal action the government may undertake.
3. I/We understand that this Bid-Securing Declaration shall cease to be valid on the following circumstances:
 - (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
 - (c) I am/we are declared as the bidder with the Single/Lowest Calculated and Responsive Bid, and I/we have furnished the performance security and signed the Contract.

1 Issued by the GPPB through GPPB Resolution 03-2012 on 27 January 2012.



IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of _____, 2019
at _____.

*Signature over Printed Name
of Bidder's Authorized Representative*
AFFIANT

SUBSCRIBED AND SWORN to before me this ____ day of _____, ____ at _____, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her _____ [*insert type of government identification card used*], with his/her photograph and signature appearing thereon, with no. _____ issued on _____ at _____.

Witness my hand and seal this ____ day of _____, 2020.

NOTARY PUBLIC

Doc. No. ____
Page No. ____
Book No. ____
Series of ____.



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

Revised Annex V-A
(page 1 of 7)

**PHILIPPINE INTERNATIONAL TRADING CORPORATION
TECHNICAL BID FORM
SUPPLY AND DELIVERY OF 11,300,000 ROUNDS
BRAND NEW CTG 9MM, BALL
FOR THE PHILIPPINE ARMY (PA)**

**Bid Ref. No. MPG-BI-2020-418
Approved Budget for the Contract - ₱ 175,037,000.00**

PHILIPPINEINTERNATIONALTRADINGCORPORATIONPHILIPPINEINTERNATIONALTRADINGCORPORATIONPHILIPPINEINTERNATIONALTRADINGCORPORATIONPHILIPPINEINTERNATIONAL

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.	Technical Requirements	Bidder's Statement of Compliance
1.	11,300,000 rounds Ctg 9mm, Ball per Technical Specifications PA SPECS NR FAM-21-07-19 dated September 08, 2019 (Annex V-A1)	
Other Requirements		
2.	Manufacturing Date: Ammunition manufacturing date should not be more than one (1) year from date of delivery (brand new/freshly manufactured)	
2.	Bidder has no overdue deliveries or unperformed services intended for PA and the PITC.	
3.	Bidder did not participate as a consultant in the preparation of the design or technical specification of the GOODS subject of the bid.	
4.	Supplier to provide Ten (10) units Cut-away	

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 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 2 of 7)

**PHILIPPINE INTERNATIONAL TRADING CORPORATION
TECHNICAL BID FORM
SUPPLY AND DELIVERY OF 11,300,000 ROUNDS
BRAND NEW CTG 9MM, BALL
FOR THE PHILIPPINE ARMY (PA)**

**Bid Ref. No. MPG-BI-2020-418
Approved Budget for the Contract - ₱ 175,037,000.00**

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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
5.	<ul style="list-style-type: none"> • Delivery Period: Within One Hundred Eighty (180) calendar days upon receipt of Notice to Proceed or opening of Letter of Credit, whichever is later; provided, however, if payment is through a Letter of Credit, the supplier's Proforma Invoice for LC opening must be issued/made to PITC within seven (7) calendar days from receipt of Notice of Award. Also, Single Administration Document (SAD) must be submitted seven (7) days upon receipt of Notice to Submit SAD prior to Opening of LC. Otherwise, the period for delivery shall be reckoned from date of receipt of Notice to Proceed. Partial delivery is allowed provided that: <ol style="list-style-type: none"> 1. Minimum of Fifty Percent (50%) of the total quantity of goods is delivered within Ninety (90) calendar day from receipt of NTP. 2. Every delivery shall be subject to PDI and Acceptance Test. • Delivery Place: Ammo Company, AAB Warehouse , LSG, ASCOM, PA, Camp Servillano Aquino, San Miguel, Tarlac City. Delivery must be done in the presence of PA and PITC authorized representatives. • The supplier must inform PITC account officer at least seven (7) calendar days prior to delivery of goods in delivery place/site. Failure to give due notice shall be a ground for non-acceptance of delivery. 	

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 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 7)

**PHILIPPINE INTERNATIONAL TRADING CORPORATION
TECHNICAL BID FORM**

**SUPPLY AND DELIVERY OF 11,300,000 ROUNDS
BRAND NEW CTG 9MM, BALL
FOR THE PHILIPPINE ARMY (PA)**

Bid Ref. No. MPG-BI-2020-418

Approved Budget for the Contract - ₱ 175,037,000.00

PHILIPPINEINTERNATIONALTRADINGCORPORATIONPHILIPPINEINTERNATIONALTRADINGCORPORATIONPHILIPPINEINTERNATIONALTRADINGCORPORATIONPHILIPPINEINTERNATIONAL

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
5.	<p><i>Continuation...</i> Delivery:</p> <ul style="list-style-type: none"> Deliveries made for "safekeeping" purposes are NOT ALLOWED. During delivery, 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. 	
6.	<p>Issuance of End-User Certificate: Pursuant to D4 CMILD-001-2017 dated Jan-26-2017 issued by the Office of the Deputy Chief of Staff for Logistics, J4, the deadline for submission of End User Certificate (EUC) requirements shall be within seven (7) calendar days upon receipt of Contract/<u>Notice to Proceed</u> (NTP). The letter request shall include as an attachment important documents necessary for the issuance thereof, such as specific template/format required by the foreign government and not by the foreign supplier. Failure on the part of the supplier to submit said requirement/s within the specified period shall not be used and acknowledge as a valid excuse or justification to warrant the extension of the contract.</p>	
7.	<p>Warranty Period: One (1) year after final acceptance which includes full replacement of defective items free of charge.</p>	

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 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 4 of 7)

**PHILIPPINE INTERNATIONAL TRADING CORPORATION
TECHNICAL BID FORM
SUPPLY AND DELIVERY OF 11,300,000 ROUNDS
BRAND NEW CTG 9MM, BALL
FOR THE PHILIPPINE ARMY (PA)**

Bid Ref. No. MPG-BI-2020-418

Approved Budget for the Contract - ₱ 175,037,000.00

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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
8.	Replacement of Defective Items Noted during the Pre-Delivery Inspection: Any defects noted during pre-delivery inspection shall be corrected prior to the shipment of the goods.	
9.	Replacement of Defective Items upon Delivery and Testing of Items: Any defects noted during delivery shall be corrected within one hundred (100) calendar days from receipt of Notice to Replace. In case are rejected, PITC/PA-TIAC shall issue Certificate of Non-Acceptance on the cause of non-compliant of the item. A corresponding Notice to Replace shall then be issued to the supplier further advising that the period for replacement of defective item is within one hundred (100) calendar days from receipt thereof. In case of rejection, ammunition/explosives shall be secured and shall remain under the custody of the PA until re-exported (if imported) at the expense of the supplier, subject to the applicable laws in the Philippines.	
10.	PRE-SHIPMENT/PRE-DELIVERY INSPECTION AND TEST: For Local and Foreign Manufacturers: All Items shall be subjected to pre-delivery inspection by the PA/ PITC Representatives. FOR FOREIGN MANUFACTURERS: a. All Items shall be subjected to pre-shipment / pre-delivery inspection and test (PDI) by the Philippine Army/ PITC Representatives. The PDI shall be conducted no later than <i>sixty (60) days</i> 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. <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), except for circumstances beyond the control of the Supplier. Appropriate penalties for delay shall be imposed as applicable.</i>	

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 is prepared and signed, this Bid is binding on us.

Name of Company (in print)

Signature of Company Authorized Representative

Date



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

Revised Annex V-A
(page 5 of 7)

**PHILIPPINE INTERNATIONAL TRADING CORPORATION
TECHNICAL BID FORM
SUPPLY AND DELIVERY OF 11,300,000 ROUNDS
BRAND NEW CTG 9MM, BALL
FOR THE PHILIPPINE ARMY (PA)**

**Bid Ref. No. MPG-BI-2020-418
Approved Budget for the Contract - ₱ 175,037,000.00**

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Line No.	Additional Requirements to be provided by the Bidder, If Awarded the Contract	Bidder's Statement of Compliance
10.	<p><i>Continuation...</i></p> <p>PRE-SHIPMENT/PRE-DELIVERY INSPECTION AND TEST:</p> <p>b. There will be six (6) members of the Inspection Team that will attend the pre-shipment/pre-delivery test at the country of origin at supplier's expense composed of four (4) from Philippine Army 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. In this regard, supplier is required to ISSUE the required written invitations to the Inspection Team through PITC relative to the PDI at least seven (7) calendar days from receipt of NTP.</p> <p>d. 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>	

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.
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Until a formal contract 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



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Revised Annex V-A
(page 6 of 7)

**PHILIPPINE INTERNATIONAL TRADING CORPORATION
TECHNICAL BID FORM
SUPPLY AND DELIVERY OF 11,300,000 ROUNDS
BRAND NEW CTG 9MM, BALL
FOR THE PHILIPPINE ARMY (PA)**

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Line No.	Additional Requirements to be provided by the Bidder, If Awarded the Contract	Bidder's Statement of Compliance
10.	<p><i>Continuation...</i></p> <p>PRE-SHIPMENT/PRE-DELIVERY INSPECTION AND TEST:</p> <p>e. 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>f. Results of the Pre-Shipment Testing Procedures duly signed by Inspection Team in attendance to be submitted for payment purposes.</p> <p>g. However, final acceptance as to physical count will be conducted in the Philippines.</p> <p>The PDI shall be conducted in accordance with the prescribed Test and Acceptance Procedure (Annex V-A2). Cost of testing including the cost of the sample rounds shall be for the account of supplier. The sample rounds shall be over and above the quantity to be delivered.</p> <p>In case of rejection, the ammunition/explosive shall be secured and shall remain under the custody of the PA until re-exported (if imported) at the expense of the supplier, subject to the applicable laws in the Philippines.</p>	

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 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



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Revised Annex V-A
(page 7 of 7)

**PHILIPPINE INTERNATIONAL TRADING CORPORATION
TECHNICAL BID FORM
SUPPLY AND DELIVERY OF 11,300,000 ROUNDS
BRAND NEW CTG 9MM, BALL
FOR THE PHILIPPINE ARMY (PA)**

**Bid Ref. No. MPG-BI-2020-418
Approved Budget for the Contract - ₱ 175,037,000.00**

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Line No.	Additional Requirements to be provided by the Bidder, If Awarded the Contract	Bidder's Statement of Compliance
10.	<p><i>Continuation...</i></p> <p>PRE-SHIPMENT/PRE-DELIVERY INSPECTION AND TEST:</p> <p><u>FOR LOCAL MANUFACTURERS:</u></p> <p>a. Pre-delivery inspection of the items to be conducted at the manufacturer's facilities by the joint PA/PITC Inspection Team.</p> <p>b. All expenses relative to inspection shall be for the account of the manufacturer.</p> <p>Acceptance Tests to be conducted as per prescribed Test and Acceptance Procedures (Annex V-A2). 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>	
11.	<p>ACCEPTANCE TESTS:</p> <p>In the event that Pre-delivery Inspection and acceptance cannot be conducted for any reason, Acceptance Tests will be conducted in the Philippines in accordance with the Test and Acceptance procedures of the PA as herein provided. The supplier shall be responsible for coordinating with the appropriate testing facility in the Philippines for the conduct of said tests.</p> <p>All costs for the testing including the sample rounds will be for the account of the supplier.</p>	

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 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 : **SUPPLY AND DELIVERY OF 11,300,000 ROUNDS BRAND NEW CTG 9MM, BALL FOR THE PHILIPPINE ARMY(PA)**

Ref No. **MPG-BI-2020-418**

Approved Budget for the Contract (ABC): **₱ 175,037,000.00**

Per Bid Docs Item No.	Particulars	
	CERTIFICATION ON ELIGIBILITY	
ENVELOPE 1: ELIGIBILITY AND TECHNICAL DOCUMENTS		
(a.1) ELIGIBILITY DOCUMENTS FOR LOCAL MANUFACTURER (CLASS “A” DOCUMENTS)		
12.1 a.1 (i)	Registration Certificate from the Securities and Exchange Commission (SEC) for corporation, or from Department of Trade and Industry (DTI) for sole proprietorship, or from Cooperative Development Authority (CDA) for cooperatives.	
12.1 a.1 (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 cases 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.1 (iii)	Valid and Current Tax Clearance per Executive Order 398 and Revenue Memorandum Order No. 46-2018 reviewed and approved by the BIR;	
12.1 a.1 (iv)	Copy of Audited Financial Statements for 2019 and 2018 (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.	



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 2019 and 2018 (stamped received by the BIR or its duly accredited and authorized institution) together with the Platinum Registration.

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”*

12.1 a.1 (v) 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)**;

12.1 a.1 (vi) **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 amounting to at least twenty five percent (25%) of the ABC of this project. (Annex I-A)**

“Similar” contract shall mean Small Arms Ammunition.
Any of the following documents must be submitted/attached corresponding to listed completed largest contracts per **Annex I-A**:

- a. Copy of End User’s Acceptance; or
- b. Copy of Official Receipt/s; or
- c. Copy of Sales Invoice with Collection Receipt/s

12.1 a.1 (vii) **Duly signed Certificate of NFCC per Annex II-A in accordance with ITB Clause 5.5 OR committed Line of Credit per Annex II-B.**

1.

Description	Qty	ABC (Php) (DAP)*	NFCC must at least equal to (Php)	Committed Line of Credit
Ctg 9mm, Ball	11,300,000 rounds	₱175,037,000.00 (₱15.49/round)	₱3,500,740.00	₱8,751,850.00

*Customs Duties and Taxes for the account of PA.



(a.2) ELIGIBILITY DOCUMENTS FOR FOREIGN MANUFACTURER

a.2 For Foreign Manufacturers

Class “A” Documents:

The following eligibility requirements or statements must be submitted to the BAC:

- (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 2019 or 2018

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 Corporate Financial Statement or Annual Report for 2019 or 2018.

*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]*

- (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 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, amounting to at least twenty five percent (25%) of the ABC.

Any of the following documents must be attached in Annex I-A:

- Certificate of Acceptance issued by the end user; OR
- Official Receipt of payment

“Similar contract” shall mean Small Arms Ammunition.



	<p>(vi) 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 per Annex II-B.</p> <p>Should the bidder opt to submit NFCC, computation must be at least 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"> For Local Manufacturers: 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 Audited Financial Statements. For Foreign Manufacturers: The phrase "the values of the bidders' current assets and liabilities shall be based on the Corporate Financial Statements or Annual Report for 2019 or 2018. The value of all outstanding or uncompleted contracts refers to those listed in Annex I. The detailed computation must be shown using the required formula provided above. The NFCC computation must at least be equal to the ABC of the project. <p>OR</p> <p>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> <p>The written appointment must include detailed scope of responsibility of the local representative.</p>	
CLASS "B" DOCUMENTS (For Joint Venture)		
	<p><i>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.</i></p>	



	<p>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.</p>	
	<p>a) For Joint Ventures, Bidder to submit either:</p> <p>(i) Joint Venture Agreement (JVA) in case the joint venture is already in existence; OR</p> <p>(ii) Copy of Protocol/Undertaking of Agreement to Enter into Joint Venture (Annex III) in case the joint venture is not yet in existence.</p> <p>In case bidder submits Protocol/Undertaking of Agreement, the submission of a valid JVA shall be within ten (10) calendar days from receipt by the bidder of the Notice of Award [Sec 37.1.4 (a) (i)] of Revised Implementing Rules and Regulation (IRR) of Republic Act (RA) 9184].</p> <p><u>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.</u></p>	
	<p>b) For Joint Venture partner must submit the following:</p> <p><u>Local JV Partner:</u></p> <p>(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;</p> <p>(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;</p> <p>In cases 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;</p> <p>(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.</p> <p>(iv) Copy of Audited Financial Statements for 2019 and 2018 (in comparative form or separate reports):</p> <p>(a) Independent Auditor's Report;</p> <p>(b) Balance Sheet (Statement of Financial Position); and</p> <p>(c) Income Statement (Statement of Comprehensive Income).</p> <p>Each of the above statements must have stamped "received" by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions.</p>	



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 **2019** or **2018**.

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**.

*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 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.

TECHNICAL DOCUMENTS

12.1. **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 **Revised 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	ABC (PhP) (DAP)*	Bid Security** ₱	
			2% of ABC	5% of ABC
Ctg 9mm, Ball	11,300,000 rounds	₱175,037,000.00 (₱15.49/round)	₱3,500,740.00	₱8,751,850.00

*Customs Duties and Taxes for the account of PA.

** 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 Local Commercial Bank.
- (b) The Bank Draft/Guarantee or Irrevocable Letter of Credit shall be issued by a Local Universal or Local Commercial Bank. Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.

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 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;



	<p>(xi) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or</p> <p>(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.</p> <p>• IF THE SUCCESSFUL BIDDER:</p> <p>(xiii) fails to sign the contract in accordance with ITB Clause 32; or</p> <p>(xiv) fails to furnish performance security in accordance with ITB Clause 33</p>											
	<p>Completed and signed Technical Bid Form and other Technical Documents:</p> <table border="1"> <tr> <td>Revised Annex V-A</td> <td>Technical Bid Form (7 Pages)</td> </tr> <tr> <td>Annex V-A1</td> <td>Technical Specifications (2 Pages)</td> </tr> <tr> <td>Annex V-A2</td> <td>Test and Acceptance Procedure (8 Pages)</td> </tr> <tr> <td>Annex V-A3</td> <td>Sampling Plan (4 Pages)</td> </tr> <tr> <td>Annex V-A4</td> <td>Packaging Markings (2 Pages)</td> </tr> </table>	Revised Annex V-A	Technical Bid Form (7 Pages)	Annex V-A1	Technical Specifications (2 Pages)	Annex V-A2	Test and Acceptance Procedure (8 Pages)	Annex V-A3	Sampling Plan (4 Pages)	Annex V-A4	Packaging Markings (2 Pages)	
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Annex V-A4	Packaging Markings (2 Pages)											
12.1. b (iii)	Brochure or Technical Data Sheet showing compliance to the required Technical specifications. Internet downloads may be included to supplement the information contained in the original brochures.											
12.1. b (iv)	Manufacturer's Certification on Conformance to the project's Technical Specifications, Test and Acceptance Procedures and Sampling Plans to be signed by their Production Engineer or designated Technical Personnel as per Annex V-B.											
12.1.b (vi)	<p>Required Ammunition License/s</p> <p>(vi.a) For Local Manufacturers: Valid and current License to Manufacture the items to be bid issued by the Philippine National Police (PNP) Camp Crame, Quezon City.</p> <p>(vi.b) For Foreign Manufacturers:</p> <ul style="list-style-type: none"> • Valid and Current Indent License to Deal in Firearms and Ammunition (for sale to the AFP) pertinent to the items to be bid issued by the Philippine National Police (PNP), Camp Crame, Quezon City. OR • Philippine Representative Company's Valid and Current Indent License to Deal in Firearms and Ammunition (for sale to the AFP) pertinent to the items to be bid issued by the Philippine National Police (PNP), Camp Crame, Quezon City. <p>Note: Required ammunition license(s) presented during opening of bids shall be used for the importation of the item being bid.</p>											



<p>12.1. b (vii)</p>	<p>2. For Foreign Manufacturers</p> <p>(a) Valid and Current Written Appointment of the Philippine based company (as local representative of foreign manufacturer) issued by the foreign bidder. The written appointment must include detailed scope of responsibility of the local representative.</p> <p>(b) Duly Notarized authorization of the Philippine Based Company's representative (e.g. Secretary's Certificate for Corporation, Special Power of Attorney for Sole Proprietor) with specimen signature of the authorized representative to transact with PITC including address, telephone number, fax number and email address;</p> <p>Notarized Affidavit of Undertaking to submit the SEC Certificate of Registration and/or authorization or license issued by the appropriate government agency per GPPB Resolution No. 25-2019, dated 30 October within ten (10) calendar days from receipt of the Notice of Award as per Annex V-C.</p>	
<p>112.1 . b (viii)</p>	<p>Valid and current ISO Registration Certificate (or equivalent) issued by an independent certifying agency in the name of the Manufacturer of the item. The certificate shall cover the design, manufacture and/or production, as applicable.</p>	
<p>12.1. b (ix)</p>	<p>Proof of Authority of the designated representative/s for purposes of the bidding</p> <p>a. Duly notarized Special Power of Attorney – For Sole Proprietorship if owner opts to designate a representative/s; OR</p> <p>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> <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 (x)	Omnibus Sworn Statement (Annex VI)	
a.	Authority of the Designated representative corresponding with above proof of authority	
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 Form per Annex VII	

Notes:

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 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 the Eligibility, Technical and Financial Documents checklist.