



HEADQUARTERS
PHILIPPINE ARMY
OFFICE OF THE PHILIPPINE ARMY BIDS AND AWARDS COMMITTEE
Fort Andres Bonifacio, Taguig City

BIDDING DOCUMENTS

for the

**Procurement of One (1) Lot
Communication Equipment for Newly
Activated Units**

SIG PABAC2-003-24

ABC: PhP1,031,194.80

**Date of Opening of Bids: May 14, 2024
at 9:00 AM**

**Sixth Edition
July 2020**

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GLOSSARY OF ACRONYMS, TERMS, AND ABBREVIATIONS

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

Bid – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

Bidder – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

Bidding Documents – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

CDA – Cooperative Development Authority.

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

DDP – Refers to the quoted price of the Goods, which means “delivered duty paid.”

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

Foreign-funded Procurement or Foreign-Assisted Project – Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

Framework Agreement – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as “Call-Offs,” are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

GFI – Government Financial Institution.

GOCC – Government-owned and/or – controlled corporation.

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification

facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS – Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

Supplier – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

UN – United Nations.

Section I. Invitation to Bid

Procurement of One (1) Lot Communication Equipment for Newly Activated Units

BID REF# SIG PABAC2-003-24

1. The Philippine Army, through the **Advice of Sub-Allotment (ASA) Nr 2200-2024-0093 dated 15 January 2024 duly signed by COL CHRISTOPHER M DIAZ GSC (INF) PA, AC of S for FM, G10, PA**, intends to apply the sum of **One Million Thirty-One Thousand One Hundred Ninety-Four Pesos and 80/100 (PhP1,031,194.80)** being the ABC to payments under the contract for the **Procurement of One (1) Lot Communication Equipment for Newly Activated Units** under **SIG PABAC2-003-24**. Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The Philippine Army now invite Bids for the above Procurement Project. Delivery of the Goods is required within **Ninety (90) calendar days** from receipt of Notice to Proceed (NTP) by the Supplier, which date shall not be later than seven (7) days from the issuance of NTP. Bidders should have completed within **five (5) years** from the date of Submission and Receipt of Bids a Contract similar to the project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “pass/fail” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184 otherwise known as the “Government Procurement Reform Act”.

Bidding is open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the 2016 revised IRR of RA No. 9184.

4. Prospective Bidders may obtain further information from PABAC2 Secretariat and inspect the Bidding Documents at the address given below during office hours (8:00AM to 4:00PM) on weekdays only.

5. The complete set of Bidding Documents may be acquired by interested Bidders on **April 23, 2024** from the given address and websites below in the amount of **PhP5,000.00**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees presented in person, by facsimile, or through electronic means.

6. The Philippine Army through PABAC2 will hold a Pre-Bid Conference on the time and date as specified below at the Office of the PABAC2, Fort Andres Bonifacio, Taguig, Metro Manila and/or through video conferencing or webcasting via Zoom, which shall be open to prospective bidders.

7. Bids must be duly received by the PABAC2 Secretariat through manual submission at the office address indicated below on or before the date of submission of bids. Late bids shall not be accepted.

8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.

9. Bid opening shall be on the date as specified below and at the given address below and/or through video conferencing or webcasting. Bids will be opened in the presence of the bidders’ representatives who choose to attend the activity.

The schedule of the bidding activities shall be as follows:

| ACTIVITIES | TIME and DATE | VENUE |
|---|---|--|
| 1. Sale and Issuance of Bidding Documents | 8:00AM to 4:00PM Mondays to Fridays only starting April 23, 2024 | Office of the PABAC2, Fort Andres Bonifacio, Taguig City |
| 2. Pre-Bid Conference | April 30, 2024 at 9:00 AM | |
| 3. Submission, Opening, and Bids Evaluation | May 14, 2024 at 9:00 AM | |

10. The Philippine Army reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

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

11. For further information, please refer to:

Office of the PA Bids and Awards Committee 2
Fort Andres Bonifacio, Taguig City

BGEN BENJAMIN L HAO PA
PABAC2 Chairperson
Contact Nr. **+63939-318-5696**
Email address: **pabacsec2@gmail.com**

12. You may visit the following websites:

For downloading of Bidding Documents:

- **philgeps.gov.ph**
- **army.mil.ph**

Date of Issue: _____



BENJAMIN L HAO
BGen PA
Chairperson

Section II. Instruction to Bidders

1. Scope of Bid

The Procuring Entity, through the Philippine Army Appropriations CY 2024 wishes to receive Bids for the **Procurement of One (1) Lot Communication Equipment for Newly Activated Units** under SIG PABAC2-003-24.

The Procurement Project (referred to herein as "Project") is composed of the following:

| Item Nr | Quantity | Unit | Description |
|---------|----------|------|-----------------------------|
| 1 | 2 | sets | UHF/FM 40-100W Base Radio |
| 2 | 50 | sets | UHF/FM 2-10W Handheld Radio |

The details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for 2024 in the amount of **One Million Thirty-One Thousand One Hundred Ninety-Four Pesos and 80/100 (PhP1,031,194.80)**.

2.1. The source of funding is: RA 11975 - MOOE.

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules, and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration, and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex "I" of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
 - i. When the Goods sought to be procured are not available from local suppliers;
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a. For the procurement of **Non-Expendable** Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to **at least fifty percent (50%)** of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

The Procuring Entity has prescribed that **Subcontracting is not allowed**.

8. Pre-Bid Conference

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

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

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

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

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

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

13. Bid and Payment Currencies

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

14. Bid Security

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

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case may be. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.

19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

- 19.4. The Project shall be awarded as: One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

- 21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

Section III. Bid Data Sheet

| ITB Clause | |
|------------|---|
| 3 | Non-compliance and/or non-conformance with the prescribed forms as provided in the Annexes of this Bidding Documents will be a ground for disqualification. |
| 5.2 | Foreign Bidders must be duly represented by an authorized local representative (any corporate body or commercial company duly organized and registered under the laws of the Philippines or a citizen of the Philippines). |
| 5.3 | For this purpose, contracts similar to the Project shall mean “Supply and Delivery of Communications Equipment” which must be completed within five (5) years prior to the deadline of the submission and receipt of bids. |
| 7 | No portion of the contract shall be subcontracted. |
| 10 | <p>For foreign bidders, the equivalent document/s issued by the appropriate authority in the country of origin of the bidder concerned must be presented. If said document has no appropriate equivalent, a Certificate of Inexistence of Appropriate Foreign Equivalent may be submitted.</p> <p>The local representative of Foreign Bidders shall also submit PhilGEPS Certificate of Registration (Platinum Membership), or a Valid and Current Proof of Authority issued by the foreign bidder (in case the authorized local representative is an individual).</p> <p>Each partner of the joint venture shall submit their respective PhilGEPS Certificates of Registration. The submission of technical and financial eligibility documents by any of the joint venture partners constitutes compliance. The partner responsible to submit the NFCC shall likewise submit the Statement of all of its on-going contracts and Audited Financial Statements.</p> |
| 12.1 | The price of the Goods shall be quoted Delivered-Duty-Paid (DDP) to be delivered at: Signal Warehouse, 1SBn, 1LSG, ASCOM, PA, ASR Compound, Fort Bonifacio, Taguig City, Philippines or the applicable International Commercial Terms (INCOTERMS) for this Project. |
| 14.1 | <p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> a. The amount of not less than Twenty Thousand Six Hundred Twenty-Three Pesos and 90/100 (PhP20,623.90) [two percent (2%) of the ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than Fifty-One Thousand Five Hundred Fifty-Nine Pesos and 74/100 (PhP51,559.74) [five percent (5%) of the ABC], if bid security is in Surety Bond. <p>Note:</p> <ul style="list-style-type: none"> • The bid security shall be payable to the Procuring Entity, however, if it is in the form of a manager's check, it shall be payable to the Collecting Officer, Finance Center, PA. |

| <p>15</p> | <p>Each Bidder shall submit one (1) original and two (2) other copies of the first and second components of its bid with proper tabbing.</p> <p>Note:</p> <ul style="list-style-type: none"> The Bid shall be signed on every page and/or initialed by the duly authorized representative/s of the bidder to include all photocopies. Any document that was not signed and/or initialed by the authorized representative/s of the bidder shall be a ground for disqualification. | | | | | | | | | | | | |
|-----------------------------|--|---------------------|--|-------------|--|----------|--|-----------------------------|---|-------------------|---|----------|---|
| <p>18</p> | <p>Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.</p> | | | | | | | | | | | | |
| <p>19.3</p> | <p>The Project shall be awarded as one contract.</p> <table border="1" data-bbox="368 636 1337 808"> <thead> <tr> <th>Description</th> <th>Qty</th> <th>ABC (Pesos)</th> </tr> </thead> <tbody> <tr> <td>UHF/FM 40-100W Base Radio</td> <td>2 sets</td> <td>95,494.80</td> </tr> <tr> <td>UHF/FM 2-10W Handheld Radio</td> <td>50 sets</td> <td>935,700.00</td> </tr> <tr> <td colspan="2" style="text-align: right;">Total</td> <td>1,031,194.80</td> </tr> </tbody> </table> | Description | Qty | ABC (Pesos) | UHF/FM 40-100W Base Radio | 2 sets | 95,494.80 | UHF/FM 2-10W Handheld Radio | 50 sets | 935,700.00 | Total | | 1,031,194.80 |
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| UHF/FM 40-100W Base Radio | 2 sets | 95,494.80 | | | | | | | | | | | |
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| Total | | 1,031,194.80 | | | | | | | | | | | |
| <p>20.2</p> | <p>Post-Qualification Requirements: In accordance with Section 34.2 the 2016 Revised IRR of RA No 9184, the Bidder shall submit the following documents within a non-extendible period of five (5) calendar days from receipt of the notice from the BAC that it is the LCB/SCB:</p> <p style="text-align: center;">POST-QUALIFICATION REQUIREMENTS</p> <p><u>Present Original Copy and submit photo copy:</u></p> <table border="1" data-bbox="309 1173 1398 1986"> <thead> <tr> <th>TAB</th> <th>Additional Post Qualification Requirements</th> </tr> </thead> <tbody> <tr> <td>A</td> <td>Registration Certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives</td> </tr> <tr> <td>B</td> <td>Mayor's/Business permit issued by the local government where the principal place of business of the bidder is located</td> </tr> <tr> <td>C</td> <td>Tax Clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR)</td> </tr> <tr> <td>D</td> <td>Latest Audited Financial Statements showing, among others, the prospective bidder's total and current assets and liabilities stamped "<i>received</i>" if manually filed or "<i>attachment of system generated Transaction Reference Number and email to the system user</i>" if electronically filed issued by the Bureau of Internal Revenue or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two years from the date of bid submission; Provided that original copies of the digitally submitted documents will be presented upon request</td> </tr> <tr> <td>E</td> <td>Latest income and business tax returns within the last six (6) months preceding the date of bid submission, manually filed Tax Returns or filed and paid through the BIR Electronic Filing and Payment System (eFPS)</td> </tr> </tbody> </table> | TAB | Additional Post Qualification Requirements | A | Registration Certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives | B | Mayor's/Business permit issued by the local government where the principal place of business of the bidder is located | C | Tax Clearance per E.O. No. 398, s. 2005 , as finally reviewed and approved by the Bureau of Internal Revenue (BIR) | D | Latest Audited Financial Statements showing, among others, the prospective bidder's total and current assets and liabilities stamped " <i>received</i> " if manually filed or " <i>attachment of system generated Transaction Reference Number and email to the system user</i> " if electronically filed issued by the Bureau of Internal Revenue or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two years from the date of bid submission; Provided that original copies of the digitally submitted documents will be presented upon request | E | Latest income and business tax returns within the last six (6) months preceding the date of bid submission, manually filed Tax Returns or filed and paid through the BIR Electronic Filing and Payment System (eFPS) |
| TAB | Additional Post Qualification Requirements | | | | | | | | | | | | |
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| B | Mayor's/Business permit issued by the local government where the principal place of business of the bidder is located | | | | | | | | | | | | |
| C | Tax Clearance per E.O. No. 398, s. 2005 , as finally reviewed and approved by the Bureau of Internal Revenue (BIR) | | | | | | | | | | | | |
| D | Latest Audited Financial Statements showing, among others, the prospective bidder's total and current assets and liabilities stamped " <i>received</i> " if manually filed or " <i>attachment of system generated Transaction Reference Number and email to the system user</i> " if electronically filed issued by the Bureau of Internal Revenue or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two years from the date of bid submission; Provided that original copies of the digitally submitted documents will be presented upon request | | | | | | | | | | | | |
| E | Latest income and business tax returns within the last six (6) months preceding the date of bid submission, manually filed Tax Returns or filed and paid through the BIR Electronic Filing and Payment System (eFPS) | | | | | | | | | | | | |

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| F | Certificate from AFPPS that the bidder has no overdue delivery and is not Blacklisted, if not submitted during bid opening |
| G | Certificate of Notarial Commission of the lawyer who notarized the documents submitted by the bidder |
| H | Supporting documents for all on-going government and private contracts: a. Notice of Award; or Notice to Proceed; or Contract; or Purchase Order or its equivalent issued by the end-user; and If applicable, Notice of Extension/Suspension if the project is overdue. |
| I | Supporting documents for the Single Largest Completed Contract: 1. Notice of Award, Notice to Proceed, Contract, Purchase Order or its equivalent issued by the end-user; and 2. Certificate of Completion and/or Technical Inspection and Acceptance Committee (TIAC) Report, Sales Invoices with Official Receipts, End-User's Acceptance or its equivalent, provided that the same expressly states that the Goods were received in good condition. |
| J | Company Profile (Organization, Affiliated Companies, Production Capability) |
| K | Vicinity map/location of the business |
| L | Warranty Undertaking (Annex 8) |
| M | Certificate of Replacement for Defective Items (Annex 9). |
| N | Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product. |
| O | Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity. |

FOR FOREIGN MANUFACTURER/BIDDER:

- **Equivalent to the above-enumerated documents issued by country or place of business in English.** If not in English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid; AND

Note: *The local representative of the foreign bidder must likewise submit and present **Registration Certificate** from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives; and, its Valid and current **Mayor's/Business***

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| | <p><i>permit</i> issued by the local government where the principal place of business of the bidder is located.</p> <p>In case of Joint Venture, each partner must present/submit the above documents. The partner who is responsible to submit the NFCC shall submit the Statement of all its on-going contracts and its supporting documents.</p> <p>Note:</p> <p>Failure to submit the following requirements on time or a finding against the veracity of such shall be ground for the forfeiture of the bid security and disqualify the bidder for award.</p> |
| 21.1 | <p>Subject to submission of documents that may be required by existing laws and the Procuring Entity</p> <p>Additional Contract Document/s:</p> <ul style="list-style-type: none"> a. Applicable to Foreign Bidders: b. SEC Certificate of Registration of the Foreign Corporation, or the SEC Certificate of Registration of the Foreign consulting firm, and/or the authority or license from the appropriate Government Agency or Professional Regulatory Body of the Foreign Professionals engaging in the practice of regulated professionals and allied professions, where applicable, to be submitted within ten (10) calendar days from receipt of the Notice of Award, pursuant to GPPB Resolution No 25-2019 dated 30 October 2019. |
| 21.2 | No additional requirements. |

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of the Contract

| GCC Clause | |
|------------|--|
| | <p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>For Goods Supplied from Abroad:</i> The delivery terms applicable to the Contract are “Delivered-Duty-Paid (DDP) Signal Warehouse, 1SBn, 1LSG, ASCOM, PA, ASR Compound, Fort Bonifacio, Taguig City, Philippines” in accordance with INCOTERMS.</p> <p><i>For Goods Supplied from Within the Philippines:</i> “The delivery terms applicable to this Contract are delivered Signal Warehouse, 1SBn, 1LSG, ASCOM, PA, ASR Compound, Fort Bonifacio, Taguig City, Philippines”. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI. Schedule of Requirements.</p> <p>The details of shipping and/or other documents to be furnished by the Supplier are as follows:</p> <p><i>For Goods supplied from within the Philippines:</i> Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents to the Procuring Entity:</p> <ul style="list-style-type: none"> ➤ Original and four copies delivery receipt/note, railway receipt, or truck receipt; ➤ Original Supplier’s factory inspection report; ➤ Original and four copies of the Manufacturer’s and/or Supplier’s warranty certificate; ➤ Original and four copies of the certificate of origin (for imported Goods); ➤ Delivery receipt detailing number and description of items received signed by the authorized receiving personnel; and ➤ Certificate of Acceptance/Inspection Report signed by the Procuring Entity’s representative at the Project Site. |

For Goods supplied from abroad:

Upon shipment, the Supplier shall notify the Procuring Entity and the insurance company by cable the full details of the shipment, including Contract Number, description of the Goods, quantity, vessel, bill of lading number and date, port of loading, date of shipment, port of discharge etc. Upon delivery to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents as applicable with the documentary requirements of any letter of credit issued taking precedence:

- Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- Original and four copies of the negotiable, clean shipped on-board bill of lading marked "freight pre-paid" and five copies of the non-negotiable bill of lading;
- Original Supplier's factory inspection report;
- Original and four copies of the Manufacturer's and/or Supplier's warranty certificate;
- Original and four copies of the certificate of origin (for imported Goods);
- Delivery receipt detailing number and description of items received signed by the Procuring Entity's representative at the Project Site; and
- Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site.

For purposes of this Clause the Procuring Entity's Representative at the Project Site is: PA TIAC; APAO; OG10, PA.

Incidental Services – (if applicable)

The Supplier is required to provide all of the following services, including additional services specified in Section VI. Schedule of Requirements, if any:

- furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

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

Packaging – (Annex 4-C)

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

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

The outer packaging must be clearly marked on at least four (4) sides as follows:

Name of the Procuring Entity
Name of the Supplier
Contract Description
Final Destination
Gross weight
Any special lifting instructions
Any special handling instructions
Any relevant HAZCHEM classifications

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

Insurance –

The Goods supplied under this Contract shall be fully insured by the Supplier in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The Goods remain at the risk and title of the Supplier until their final acceptance by the Procuring Entity.

Transportation –

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this

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| | <p>Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available, but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered <i>force majeure</i> in accordance with GCC Clause 22.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP Deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall identify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p> |
| <p>2.2</p> | <p>Payment shall be made by Check for local Supplier, or through irrevocable Letter of Credit (LC) in case of foreign supplier/manufacturer.</p> <p>In case payment shall be made by LC, the Procuring Entity shall open the irrevocable LC in favor of the Supplier in accordance with the terms provided below in an Authorized Government Depository Bank after the approval of the Contract by the HOPE and cash transfer from the PA to the Authorized Government Depository Bank, to wit:</p> <ul style="list-style-type: none"> a. Mode of Transmission: Full cable telex/S.W.I.F.T; b. Advising and/or Confirmation: LC may be advised and/or confirmed by any bank to be identified by the Supplier, at the latter’s sole expense; |

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| | <p>c. Payee Bank: The LC draft (if any) shall be drawn on the confirming bank;</p> <p>d. Beneficiary: [Insert name and address of Supplier with Point of Contact];</p> <p>e. Currency and Amount of LC: LC shall be in Philippine Peso, in an amount equivalent to the Total Contract Price. The 95% of the amount of LC shall be released upon completion of all the required documents enumerated in SCC Clause 2.2(f) of the Bidding Documents and the 5% shall be released upon expiration of the warranty period provided in SCC Clause 5.1 in the Bidding Documents;</p> <p>f. The terms of payment shall be as follows: “One Time Payment” to the Supplier at the time of the final acceptance of the Goods by the Procuring Entity made in accordance with Section VI. Schedule of Requirements, and the submission or presentation of the following documents:</p> <ul style="list-style-type: none"> i. Supplier’s invoice showing Goods’ description, quantity, unit price, and total amount; ii. Negotiable, clean shipped on-board Bill of Lading marked “Freight Pre-Paid” and/or “Non-Negotiable Bill of Lading” or “Airway Bill”; iii. Original Supplier’s factory inspection report or certificate of pre-delivery test and inspection report by PA TIAC (as applicable); iv. Manufacturer’s and/or Supplier’s warranty certificate; v. Certificate of Origin (for imported GOODS); vi. Delivery Receipt detailing number and description of items received signed by the Procuring Entity’s representative at the Delivery Site; vii. Certificate of Acceptance by the PA Technical Inspection and Acceptance Committee (PA TIAC). <p>Note:</p> <ul style="list-style-type: none"> • Payments shall be made only upon certification by the HoPE to the effect that the Goods have been rendered or delivered in accordance with the prescribed delivery schedule of this Contract and have been duly inspected and accepted. |
| <p>3</p> | <p>The performance security shall be in an amount not less than the required percentage of the total contract price in accordance with the following schedule:</p> <ul style="list-style-type: none"> a. Cash or cashier’s/manager’s check, or bank draft/guarantee or irrevocable letter of credit, issued by a Universal or Commercial Bank – 5% |

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| | <p>b. Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security – 30%</p> <p>If the Performance Security is in the form of a Surety Bond, it must be in the name of the Philippine Army/AFP, and its validity must be until the issuance by the Procuring Entity of the Certificate of Final Acceptance. The Surety Bond must be duly notarized and signed by the Supplier's authorized representative indicating therein his/her full name.</p> <p>A performance securing declaration may be submitted in lieu of a performance security during a State of Calamity, or until 31 December 2022 (Proclamation No. 57 dated 12 September 2022), unless earlier lifted or extended as circumstances may warrant. Once the State of Calamity is lifted the winning bidder is required to replace the submitted PSD with a performance security.</p> |
| <p>4</p> | <p>The inspections and tests that will be conducted are:</p> <p>A. POST-QUALIFICATION, involving documents validation and plant/office visit and inspection of sample goods shall be conducted by the Procuring Entity or its designated representatives (PQ Team designated by the BAC) to determine the compliance to the requirements of the end-user as required in the bidding documents. The same may be conducted at the bidder's place of business/country. Manufacturer's plant inspection will be conducted, subject to the approval of the Head of the Procuring Entity (HOPE). The Manufacturer/Supplier shall be made to provide pieces of evidence of the compliance of items offered to the specifications as stated in Section VII of the bidding documents and his capability to manufacture/supply the goods/items being required. Expenses incurred related hereto particularly travel and board and lodging expenses shall be borne by the Procuring Entity.</p> <p><u>Moreover, the PQ Team will conduct validation to other government agencies if the supplier/manufacturer has no overdue delivery.</u></p> <p>Conduct of Post Qualification abroad is subject to the issued guidelines regarding Foreign Travel of Public Official/Officers during State of Calamity or Implementation of Community Quarantine or Similar Restrictions. Considering restrictions for foreign travel during the quarantine period, the Procuring Entity or PQ Team may conduct "table post qualification" within the office, or utilize the Office of the Philippine Defense and Armed Forces Attaché (OPhilDAFA) of the country where the foreign bidder/proponent is based to conduct post qualification.</p> <p>With the travel restrictions brought by COVID-19 outbreak, the alternative PQI may be conducted through "table post qualification" and/or by VTC or other electronic means; and the adoption of previous PQ Reports with independent referencing within the six (6) months validity period.</p> <p>B. FINAL INSPECTION AND ACCEPTANCE will be at the Delivery Site. Completeness and appropriateness of the delivered goods, visual</p> |

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| | <p>inspection and/or random sampling based on the required test criteria and list of required samples shall be conducted by the Procuring Entity’s representative (PATIAC) at the delivery site at the soonest time possible. Expenses incurred related hereto particularly travel and board and lodging expenses shall be borne by the Procuring Entity. After completion of the inspection, the inspection team shall furnish the following reports:</p> <ol style="list-style-type: none"> 1. Final Inspection and Acceptance Report by the TIAC; 2. OG10 Inspection Report; 3. SAO/APAO Acceptance Report; <p>Note:</p> <ol style="list-style-type: none"> a. Delivered items must comply with the required Technical Specification. b. All cost related to the testing, including the samples for random testing, shall be for the account of the bidder/supplier. c. Item/s subject for destructive testing shall be included during delivery, but shall not be counted as part of the quantity being delivered. |
| <p>5.1</p> | <p>The warranty shall be covered by, either retention money in an amount equivalent to five percent (5%) of every progress payment, or a special bank guarantee equivalent to five percent (5%) of the Contract Price in favor of the Armed Forces of the Philippines. The Obligation for the warranty shall only be released after the lapse of the warranty period.</p> <p>The warranty period shall be One (1) year after acceptance by the Procuring Entity of the delivered Goods.</p> <p>The Obligation for the warranty shall only be released after the lapse of the warranty period.</p> |
| <p>5.2</p> | <p>The period for repair or replacement for the defective goods or parts thereof shall be within Thirty (30) Calendar Days upon receipt of the Notice of Defects.</p> <p>The Procuring Entity through the TIAC may invoke for warranty claims for the Goods or any part thereof that fail to conform to the specifications within the warranty period. The Supplier shall either rectify or replace such defective Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall inspect the rectified/replaced goods, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Clause 5.2.</p> |
| <p>6</p> | <p>When the supplier fails to satisfactorily deliver the goods or services under the contract within the specified delivery schedule or project implementation schedule, inclusive of duly granted time extensions, if any, the supplier shall be liable for liquidated damages provided under Annex “D” of the 2016 RIRR of RA 9184 and such other administrative sanctions provided under Rule XXIII RA 9184 and its revised implementing rules.</p> |

Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

| Item Nr | Description | Quantity | Delivery Period | Delivery Place |
|----------------|--------------------------------|-----------------|---|--|
| 1 | UHF/FM 40-100W Base Radio | 2 sets | Within Ninety (90) calendar days upon Receipt of NTP | Signal Warehouse, 1SBn, 1LSG, ASCOM, PA, ASR Compound, Fort Bonifacio, Taguig City, Philippines |
| 2 | UHF/FM 2-10W Handheld Radio | 50 sets | | |

Section VII. Technical Specifications

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**HEADQUARTERS P
HILIPPINE ARMY
OFFICE OF THE ASSISTANT CHIEF OF STAFF FOR
COMMAND AND CONTROL, COMMUNICATIONS, AND CYBER SYSTEMS, G6
Fort Andres Bonifacio, Metro Manila**

PA-TWGSI-04-2023

TECHNICAL SPECIFICATIONS FOR UHF/FM 40-100W BASE RADIO

| | |
|---------------------------------|---|
| Description: | Two-way analog UHF remote mount mobile radio |
| Application: | Used as alternate means of communication of the Philippine Army |
| TECHNICAL DATA | REQUIREMENT |
| Base | |
| 1. Channel Capacity | At least 160 |
| 2. RF Output | 25 - 40W |
| 3. Power | 1 - 25W |
| 4. Frequency | 403 - 470MHz |
| 5. Dimensions | |
| Height: | At least 44mm |
| Width: | At least 169mm |
| Length: | At least 134mm |
| 6. Weight | 1.3kg maximum |
| Receiver and Transmitter | |
| 7. Channel spacing | 12 kHz/25kHz |
| 8. Intermodulation | Approximately 75dB |
| 9. Compatibility | Compatible with existing commercial UHF Base radios used by Philippine Army |

TECHNICAL SPECIFICATIONS FOR UHF/FM 2-10W HANDHELD RADIO

| | |
|-----------------------|---|
| Description: | Two-way analog UHF handheld radio |
| Application: | Used as alternate means of communication of the Philippine Army |
| TECHNICAL DATA | REQUIREMENT |
| 1. Frequency Range | 403 - 438MHz |
| 2. Channel spacing | 12 kHz/25kHz |
| 3. Dimensions | |
| Height: | 120mm maximum |
| Width: | 55mm maximum |
| Depth: | 35.5mm maximum |
| 4. Weight | 335g maximum |
| 5. Battery Life | At least 11hrs |
| 6. IP Rating | IP54 |
| 7. Power | 1 - 4W |
| 8. Intermodulation | >70dB |

Tech Specs for UHF/FM 40-100W Base Radio, UHF/FM 2-10W HH Radio, & Satellite Phone, HH



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Page 1 of 2

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**HEADQUARTERS
PHILIPPINE ARMY
OFFICE OF THE ASSISTANT CHIEF OF STAFF FOR
COMMAND AND CONTROL, COMMUNICATIONS, AND CYBER SYSTEMS, G6
Fort Andres Bonifacio, Metro Manila**

PA-TWGSI-04-2023

**TEST ACCEPTANCE PROCEDURE FOR
UHF/FM 40-100W BASE RADIO, UHF/FM 2-10W HANDHELD RADIO AND
SATELLITE PHONE, HANDHELD**

1. REFERENCE:

1.1. Approved Technical Specification for UHF/FM 40-100W Base Radio, UHF/FM 2-10W Handheld Radio, and Satellite Phone, Handheld.

2. OBJECTIVES:

2.1. The objective of this TAP is to determine the completeness of the Goods being delivered.

2.2. Compliance with the standards enumerated in the bidding documents.

2.3. To determine the 100% functionality of the UHF/FM 40-100W Base Radio, UHF/FM 2-10W Handheld Radio, Satellite Phone, Handheld, and their respective accessories.

3. GUIDELINES:

3.1. The manufacturer/Supplier shall ensure that the goods to be delivered as stated in the contract are packed before the inspection.

3.2. The rating system that will be involved in the Acceptance Test will be passed or failed only.

3.3. The acceptance test shall be composed of 100% Visual Inspection and 100% Functional Tests following the Approved Technical Specification for UHF/FM 40-100W Base Radio, UHF/FM 2-10W Handheld Radio and Satellite Phone, Handheld.

3.4. In case of failure of any Goods during installation/assembly procedure, the supplier shall be given forty-five to sixty (45-60) calendar days for correction of defects/replacement of defective spare parts.

3.5. The warranty period shall only take effect upon final acceptance by PA TIAC.

3.6. Failure to comply with this procedure shall entail the PROCURING ENTITY to reject the whole quantity during the Final Acceptance by PA TIAC.

TAPs for UHF/FM 40-100W Base Radio, UHF/FM 2-10W HH Radio, & Satellite Phone, HH



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Page 1 of 5

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3.7. In case one (1) requirement is missing during the visual inspection, the supplier shall be given fifteen (15) calendar days to complete the requirements, otherwise, the Philippine Army Technical Inspection and Acceptance Committee (PA TIAC) shall decline acceptance of the Goods and Services being delivered and thereafter shall inform the BAC in writing of the non-acceptance including the specific reasons for the same.

4. PROCEDURES:

The “Test Parameters and Procedures” is applicable for the Final Delivery and Acceptance of the UHF/FM 40-100W Base Radio, UHF/FM 2-10W Handheld Radio, Satellite Phone, Handheld, and their respective accessories. It is divided into three (3) parts, Completeness Inspection, Visual Inspection, and Functional Testing Parameters and Procedures.

4.1. COMPLETENESS INSPECTION:

To determine the 100% completeness of UHF/FM 40-100W Base Radio, UHF/FM 2-10W Handheld Radio, Satellite Phone, Handheld, and their respective accessories as listed on the technical specification.

4.1.1. UHF/FM 40-100W Base Radio, UHF/FM 2-10W Handheld Radio, Satellite Phone, Handheld, and their respective accessories should coincide with the required quantity:

| Item Nr | UHF/FM 40-100W Base Radio, UHF/FM 2-10W Handheld Radio, Satellite Phone, Handheld, and their respective accessories | | | | |
|---------|---|------|-----------------------------|------|------|
| | Quantity | Unit | Description | Pass | Fail |
| 1 | | | UHF/FM 40-100W Base Radio | | |
| 2 | | | UHF/FM 2-10W Handheld Radio | | |
| 3 | | | Satellite Phone, Handheld | | |

4.2. VISUAL INSPECTION PARAMETERS:

4.2.1. OVERALL WORKMANSHIP:

4.2.1.1. Equipment Needed: None.

4.2.1.2. Purpose: To determine the required labeling/markings and overall workmanship of the UHF/FM 40-100W Base Radio, UHF/FM 2-10W Handheld Radio, Satellite Phone, Handheld, and their respective accessories, and its 100% completeness.

4.2.1.3. Procedure: Inspect the UHF/FM 40-100W Base Radio, UHF/FM 2-10W Handheld Radio, and Satellite Phone, Handheld’s overall workmanship, and accessories.

4.2.1.4. Standard:

TAPs for UHF/FM 40-100W Base Radio, UHF/FM 2-10W HH Radio, & Satellite Phone, HH



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4.2.1.4.1. There should be no dents, scratches, cracks, signs of corrosion, or other surface defects on the UHF/FM 40-100W Base Radio, UHF/FM 2-10W Handheld Radio, Satellite Phone, Handheld, and their respective accessories.

4.2.1.4.2. Serial numbers and labels must be visible and readable on the external body of the UHF/FM 40-100W Base Radio, UHF/FM 2-10W Handheld Radio, Satellite Phone, Handheld, and their respective accessories.

4.2.1.4.3. Accessories should be properly sealed with labels/markings, date of manufacture, and serial number.

4.3. FUNCTIONAL TESTING PARAMETERS:

4.3.1. COMMUNICATION TEST

4.3.1.1. Equipment Needed: Commercial UHF Handheld Radio

4.3.1.2. Purpose: To determine the 100% functionality of the UHF/FM 40-100W Base Radio, UHF/FM 2-10W Handheld Radio, and its accessories.

4.3.1.3. Procedures:

4.3.1.3.1. Power on the UHF/FM 40-100W Base Radio or UHF/FM 2-10W Handheld Radio.

4.3.1.3.2. Check if the display panel/LED indicators/buttons are working.

4.3.1.3.3. Set the radio to the desired frequency.

4.3.1.3.4. Conduct communication test with other commercial UHF Handheld radios.

4.3.1.4. Standards:

4.3.1.4.1. The UHF/FM 40-100W Base Radio or UHF/FM 2-10W Handheld Radio should power on.

4.3.1.4.2. The display panel/LED indicators are working.

4.3.1.4.3. All interface and I/O ports must be functional.

4.3.1.4.4. The UHF/FM 40-100W Base Radio or UHF/FM 2-10W Handheld Radio should be able to transmit and receive audio.

4.3.2. CALL AND MESSAGING TEST

TAPs for UHF/FM 40-100W Base Radio, UHF/FM 2-10W HH Radio, & Satellite Phone, HH



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Page 3 of 5

By 2028, a world-class Army that is a source of national pride.

- 4.3.2.1. **Equipment Needed:**
 - 4.3.2.1.1. Another Satellite Phone, Handheld
 - 4.3.2.1.2. Batteries
 - 4.3.2.1.3. SIM Card with sufficient e-load
- 4.3.2.2. **Purpose:** To determine the 100% functionality of the Satellite Phone, Handheld, and its accessories.
- 4.3.2.3. **Procedures:**
 - 4.3.2.3.1. Insert the required batteries and SIM Card.
 - 4.3.2.3.2. Power on the Satellite Phone, Handheld.
 - 4.3.2.3.3. Check if the display panel/LED indicators/buttons are working.
 - 4.3.2.3.4. Dial the number of other Satellite Phones, Handheld.
 - 4.3.2.3.5. Then, send sample messages using its messaging menu.
- 4.3.2.4. **Standards:**
 - 4.3.2.4.1. The Satellite Phone, Handheld should power on.
 - 4.3.2.4.2. The display panel/LED indicators are working.
 - 4.3.2.4.3. All interface and I/O ports must be functional.
 - 4.3.2.4.4. The Satellite Phone, Handheld should be able to initiate and receive audio calls.
 - 4.3.2.4.5. The Satellite Phone, Handheld should be able to send and receive text messages.

5. ACCEPTANCE OR REJECTION CHECKLIST:

| | PASS | FAIL |
|-----------------------------|------|------|
| A. VISUAL INSPECTION | | |
| No Dents | | |

TAPs for UHF/FM 40-100W Base Radio, UHF/FM 2-10W HH Radio, & Satellite Phone, HH



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| | PASS | FAIL |
|---------------------------------|------|------|
| No Scratches | | |
| No cracks | | |
| No signs of corrosion | | |
| Labels are visible and readable | | |
| No signs of surface defects | | |
| Accessories are complete | | |
| B. FUNCTIONAL TESTING | | |
| Communication Test | | |
| Call and Messaging Test | | |

6. ACCEPTANCE AND REJECTION:


Acceptability of lot/s shall be determined by the acceptance or rejection checklist wherein the delivered items must pass all the completeness, visual inspection, and functional testing. Failure in any of the requirements shall be subject to non-acceptance of the items.


7. RESULT:

The result of the test based on the above criteria shall be the basis of the Philippine Army Technical Inspection and Acceptance Committee (PA-TIAC) for C4S Pre-Delivery Inspection (PDI) Team in the acceptance or rejection of the above item/s.

PREPARED BY:


NOTED BY:


JAMES D SOBREDA
 Captain (SC) PA
 Technical Officer


RAFAEL JASON T TALIPAN
 Lt Colonel SC (GSC) PA
 Chairperson, TWG for Signal Items

RECOMMENDED BY:

APPROVED BY:


CONSTANCIO M ESPINA II
 Colonel GSC (SC) PA
 AC of S for C4S/G6, PA


ROMEO S BRAWNER JR
 Lieutenant General PA
 Commanding General, PA

TAPs for UHF/FM 40-100W Base Radio, UHF/FM 2-10W HH Radio, & Satellite Phone, HH



Honor. Patriotism. Duty.

Section VIII. Checklist of Technical and Financial Documents

| TAB | I. TECHNICAL COMPONENT ENVELOPE |
|-----------------------------|---|
| Class “A” Documents | |
| Legal Documents: | |
| A | Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the 2016 Revised Implementing Rules and Regulations of Republic Act No 9184 (dated 03 July 2023) and the GPPB Resolution No. 15-2021 dated 14 October 2021. |
| Technical Documents: | |
| B | <p>Duly signed Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid (Annex 1);</p> <p>Note:</p> <ul style="list-style-type: none"> • The bidder may make a reservation under oath in a notarized document not to disclose the name of its client on the ground of an existing confidentiality agreement but must disclose the amount, status, and name of the project for purposes of validating the NFCC, subject to the full disclosure during post-qualification. In this connection, the bidder may keep the name of the client from the statement of ongoing contracts. |
| C | <p>Statement of the bidder’s Single Largest Completed Contract (SLCC) of similar nature within the last five (5) years from the date of the Receipt and Opening of Bid Envelope equivalent to at least fifty percent (50%) of the ABC of the project to be bid. (Annex 2);</p> <p><i>*For this project, “similar contract or project” shall pertain to the “Supply and Delivery of Communication Equipment”</i></p> |
| D | Bid security in the prescribed form, amount and validity period; <u>or</u> a Notarized Bid Securing Declaration (Annex 5) . |
| E | Conformity with the Schedule of Requirements. (Annex 6-A) |
| F | Duly signed Conformance/Statement of Compliance to Technical Bid Form (Annex 6-B) ; Technical Specifications (TS) and other Test and Acceptance Procedure (TAP) Annex 6-C . |
| F | Original duly signed Omnibus Sworn Statement (OSS) ; and if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder |
| G | <p>Proof of Authority of the designated representative/s for purposes of the bidding</p> <p><u>For Local Bidder:</u></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><u>For Foreign Bidder:</u></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. A Certified True Copy of the Written Appointment may be submitted subject to the presentation of the original document during post qualification; AND</p> <p>b. Duly Notarized authorization of the duly registered Philippine-based company representative (e.g. Secretary’s Certificate for Corporation, Special Power of Attorney for Sole Proprietor) with specimen signature of the authorized representative to transact with PA/AFP including address, telephone number, fax number and email address; OR</p> <p>c. <i>In case the authorized local representative is an individual (citizen of the Philippines), a Valid and Current Written Appointment of the said individual as the local representative issued by the foreign bidder must be submitted. The written appointment must include detailed scope of responsibility of the local representative. A Certified True Copy of the Written Appointment may be submitted subject to the presentation of the original document during post qualification.</i></p> <p><i>Note 1: 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.</i></p> <p><i>Note 2: The Secretary’s Certificate, Board Resolution or Special Power of Attorney, or its equivalent document, must have a specimen signature of the bidder or its authorized representative; it must indicate in the said document the authority to transact with the Philippine Army/AFP; and it must indicate in the same document the address, telephone number, mobile phone number and email address of the bidder or its authorized representative)</i></p> |
| <p>Financial Documents:</p> | |
| <p>H</p> | <p>The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC) (Annex 3-A); <u>or</u></p> <p>a Committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation (Annex 3-B).</p> <p>* If the prospective bidder opts to submit a Committed Line of Credit, it must be at least equal to ten percent (10%) of the ABC of the project issued by local universal or commercial bank. The amount of Committed Line of</p> |

| | |
|----------------------------|--|
| | <p>Credit must be Machine Validated. The Committed Line of Credit must be effective or available on the date of the bid submission.</p> <p>If the CLC is issued by a foreign Universal or Commercial Bank, it shall be confirmed or authenticated by a local Universal or Commercial Bank</p> |
| Class "B" Documents | |
| I | <p>Duly signed Joint Venture Agreement (JVA) in case the joint venture is already in existence; <u>or</u></p> <p>In the absence of a JVA, duly Notarized Statement/s from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful. Failure to enter into a joint venture in the event of a contract award shall be ground for the forfeiture of the bid security; <u>or</u></p> <p>In case JVA is not applicable, the bidder must submit a duly signed Statement stating that JVA is not applicable in lieu of the foregoing (Annex 4).</p> <p>*Note: The JVA should be specific to the project including the purpose and all supporting documents related thereto.</p> |
| J | <p>Certificate from Armed Forces of the Philippines Procurement Service (AFPPS) that the Bidder is not Blacklisted; or</p> <p>In the absence of the said Certificate, the Bidder shall submit a proof of application of the same <i>stamped received</i> by AFPPS if manually filed, or <i>acknowledged received</i> by the AFPPS through its official email address: afppsthree@gmail.com if electronically filed.</p> <p>*Note: In case of Joint Venture, each JV partner shall submit the Certificate.</p> |

| | |
|---|---|
| II. FINANCIAL COMPONENT ENVELOPE | |
| A | Bid Form for the Procurement of Goods (Annex 10-A) |
| | Duly signed and accomplished Financial Bid Form (Annex 10-B) |
| B | Duly signed and accomplished Price Schedule(s) (Annex 11) . |

Bidding Forms

| Bidding Forms | Annex Nr |
|---|--------------------------------------|
| Statement of All On-going Government and Private Contracts including Contracts Awarded but not yet started, if any. | Annex 1 |
| Statement of Single Largest Similar Completed Contract within the last five (5) years from date of submission and receipt of bids equivalent to at least fifty percent (50%) of the ABC | Annex 2 |
| Certificate of Net Financial Contracting Capacity (NFCC) | Annex 3-A |
| Sample Form for Committed Line of Credit | Annex 3-B |
| Statement that JVA is not applicable | Annex 4 |
| Bid Securing Declaration | Annex 5 |
| Conformity with the Schedule of Requirements | Annex 6-A |
| Duly signed statement of compliance to: <ul style="list-style-type: none"> • Technical Bid Form; • Technical Specifications (TS); and Test and Acceptance Procedure (TAP) | Annex 6-B Annex 6-C |
| Omnibus Sworn Statement | Annex 7 |
| Warranty Undertaking | Annex 8 |
| Certificate of Replacement for Defective Items | Annex 9 |
| Bid Form Procurement of Goods | Annex 10-A |
| Financial Bid Form | Annex 10-B |
| Bid Prices and applicable Price Schedules | Annex 11 |

Annex 1

Bidder's Company Letterhead

Procurement of One (1) Lot Communication Equipment for Newly Activated Units

BID REF NO. SIG PABAC2-003-24

Approved Budget Contract: PhP1,031,194.80

STATEMENT OF ALL ONGOING GOVERNMENT AND PRIVATE CONTRACTS (INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED. IN CASE THE SUPPLIER HAS NO ONGOING GOVERNMENT OR PRIVATE CONTRACT, INDICATE NONE.)

1. All On-going Government Contracts

| Name of Contract | Date of Contract | Kinds of Goods | Value of Contract | Status of Contract | Date of Delivery | Purchase Order, Notice to Proceed or Contract |
|------------------|------------------|----------------|-------------------|--------------------|------------------|---|
| | | | | | | |
| TOTAL | | | | | | |

Total Value of Contract: _____

2. All On-going Private Contracts

| Name of Contract | Date of Contract | Kinds of Goods | Value of Contract | Status of Contract | Date of Delivery | Purchase Order, Notice to Proceed or Contract |
|------------------|------------------|----------------|-------------------|--------------------|------------------|---|
| | | | | | | |
| TOTAL | | | | | | |

Total Value of Contract: _____

CERTIFIED CORRECT:

Name and Signature of Authorized Representative

Position

Date

Annex 2

Bidder's Company Letterhead

Procurement of One (1) Lot Communication Equipment for Newly Activated Units

BID REF NO. SIG PABAC2-003-24

Approved Budget Contract: PhP1,031,194.80

**Statement of Single Largest Similar Completed Contract
within the last five (5) years from date of submission and receipt of bids
equivalent to at least fifty (50%) of the ABC**

| Name of Contract | Date of Contract | Kinds of Goods | Value of Contract | Date of Delivery | End-User's Acceptance or Official Receipts |
|------------------|------------------|----------------|-------------------|------------------|--|
| | | | | | |
| | | | | | |
| TOTAL | | | | | |

CERTIFIED CORRECT:

Name and Signature of Authorized Representative

Position

Date

Annex 3-A

Procurement of One (1) Lot Communication Equipment for Newly Activated Units
BID REF NO. SIG PABAC2-003-24
Approved Budget Contract: PhP1,031,194.80

CERTIFICATE OF NET FINANCIAL CONTRACTING CAPACITY
(Please show figures at how you arrived at the NFCC)

This is to certify that our **Net Financial Contracting Capacity (NFCC)** is **Philippine Pesos** _____ (P _____) which is at least equal to the total ceiling price we are bidding.

The amount is computed as follows: **NFCC = (CA-CL) (K)-C**

Where:

CA = Current Assets

CL = Current Liabilities

K = 15

C = value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract for this Project

Issued this _____ day of _____, 2024.

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position

Date

Annex 3-B

(Name of Bank)
COMMITTED LINE OF CREDIT

Date: _____

ARMED FORCES OF THE PHILIPPINES
OFFICE OF THE PHILIPPINE ARMY BIDS AND AWARDS COMMITTEE
Fort Andres Bonifacio, Metro Manila

| | | |
|-----------------------------|---|-------|
| PROJECT | : | _____ |
| COMPANY/FIRM | : | _____ |
| ADDRESS | : | _____ |
| BANK/FINANCING INSTITUTION: | : | _____ |
| ADDRESS | : | _____ |
| AMOUNT | : | _____ |

This is to certify that the above Bank/Financing Institution with business address indicated above, commits to provide the (Supplier/Distributor/Manufacturer), if awarded the above-mentioned Contract, a credit line in the amount specified above which shall be exclusively used to finance the performance of the above-mentioned contract subject to our terms, conditions and requirements.

The credit line shall be available during the opening and submission of bids and such line of credit shall be maintained until issuance of the Certificate of Acceptance.

This certification is being issued in favor of said (Supplier/Distributor/Manufacturer) in connection with the bidding requirement of (Name of Procuring Entity) for the above-mentioned Contract. We are aware that any false statements issued by us make us liable for perjury.

The committed line of credit cannot be terminated or cancelled without the prior written approval of the OFFICE OF THE PHILIPPINE ARMY BIDS AND AWARDS COMMITTEE.

Name and Signature of Authorized Financing Institution Office

Official Designation

Concurred By:

Name & Signature of (Supplier/Distributor/Manufacturer's) Authorized Representative

Official Designation

SUBSCRIBED AND SWORN TO BEFORE ME this _____ day of _____ at _____, Philippines. Affiant exhibited to me his/her competent Evidence of identity as defined by the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC), issued on _____ at _____.

NOTARY PUBLIC

Doc No: _____
Page No: _____
Book No: _____
Series of: _____

Annex 4

(Company Letterhead)

Procurement of One (1) Lot Communication Equipment for Newly Activated Units

BID REF NO. SIG PABAC2-003-24

Approved Budget Contract: PhP1,031,194.80

This is to certify that _____ (name of bidder) _____ will be participating **without a joint venture partner** in the procurement of _____ (name of project) _____.

Further, the undersigned acknowledges that **Joint Venture Agreement is Not Applicable** for the above-mentioned project.

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position

Date

Annex 5

Procurement of One (1) Lot Communication Equipment for Newly Activated Units

BID REF NO. SIG PABAC2-003-24

Approved Budget Contract: PhP1,031,194.80

BID-SECURING DECLARATION

REPUBLIC OF THE PHILIPPINES)
CITY OF

BID-SECURING DECLARATION

Invitation to Bid/Request for Expression of Interest No. 1: (Insert reference number)

To: (Insert name and address of the Procuring Entity)

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 Declarations, 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 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 consideration or (ii) I/We filed a waiver to avail of said right;

c) I am/were declared as the bidder with the Lowest Calculated and Responsive Bid/Highest Rated and Responsive Bids, and I/We have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We hereunto set my/our hand/s this _____ day of (Month) (Year) at (Place of Execution).

NAME OF BIDDERS AUTHORIZED REPRESENTATIVE

(Insert signatory's legal capacity)

AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME this _____day of _____at _____, Philippines. Affiant exhibited to me his/her competent Evidence of identity as defined by the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC), issued on _____ at _____.

NOTARY PUBLIC

Doc No: _____
Page No: _____
Book No: _____
Series of: _____

Annex 6-A

SCHEDULE OF REQUIREMENTS

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

| Description | Qty | Delivery Period | Delivery Place | Bidder's Proposal |
|-----------------------------|---------|--|---|-------------------|
| UHF/FM 40-100W Base Radio | 2 sets | Within Ninety (90) calendar days upon Receipt of NTP | Signal Warehouse, 1SBn, 1LSG, ASCOM, PA, ASR Compound, Fort Bonifacio, Taguig City, Philippines | |
| UHF/FM 2-10W Handheld Radio | 50 sets | | | |

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position

Date

Annex 6-B

**STATEMENT OF COMPLIANCE
TO TECHNICAL BID FORM, TECHNICAL SPECIFICATIONS, and TEST AND
ACCEPTANCE PROCEDURE**

The bidder must state in the last column opposite each parameter and required specifications either "Comply" or "Not Comply". All pages shall be properly signed. Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-reference to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of ITB Clause above goods manufactured by us.

**CLARIFICATION AND SETTLEMENT OF CONFLICTING
INTERPRETATION OF THE TECHNICAL SPECIFICATIONS**

All clarifications regarding the technical specifications stipulated in this section will be clarified by the members of the Technical Working Group. In cases of conflicting interpretations, the nature and purpose of the equipment will be the basis of interpretation. The main basis for technical specifications and requirements is the nature and purpose of the equipment and its intended use as determined by the doctrinal application of the end-users represented herein by the Technical Working Group.

Name of Company (in print)

Signature of Company Authorized Representative

Name and Designation

Date

TECHNICAL BID FORM

Procurement of One (1) Lot Communication Equipment for Newly Activated Units

BID REF NO. SIG PABAC2-003-24

Approved Budget Contract: PhP1,031,194.80

TO THE BIDDER: Indicate “COMPLY” if Bidder’s Statement of Compliance meets the Technical Specifications (TS), Test Procedures and Acceptance (TAP) and other 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 Specifications | | | | Bidder’s Statement of Compliance |
|---|---|-----------------------------|--------------------------|-------------------------------|----------------------------------|
| | Qty | Description | Technical Specifications | Test and Acceptance Procedure | |
| 1 | 2 sets | UHF/FM 40-100W Base Radio | PA-TWGSI-04-2023 | PA-TWGSI-04-2023 | |
| | 50 sets | UHF/FM 2-10W Handheld Radio | | | |
| 2 | Manufacturing Date: Manufacturing date should be not more than one (1) year from the date of delivery including its component batteries | | | | |
| 3 | We have no overdue deliveries or unperformed services intended for Philippine Army (PA). | | | | |
| 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 and Designation

Date

TECHNICAL BID FORM

Procurement of One (1) Lot Communication Equipment for Newly Activated Units

BID REF NO. SIG PABAC2-003-24

Approved Budget Contract: PhP1,031,194.80

TO THE BIDDER: Indicate “COMPLY” if Bidder’s Statement of Compliance meets the Technical Specifications (TS), Test Procedures and Acceptance (TAP) and other 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. | | Bidder’s Statement of Compliance |
|---|--|---|
| 4 | <p>DELIVERY:</p> <p>a. Delivery Period: 90 calendar days from Receipt of Notice to Proceed by the supplier, which date shall not be later than seven (7) calendar days from the issuance of NTP: should the supplier fail to comply, the delivery period shall commence.</p> <p>b. Delivery Place: Signal Warehouse, 1SBn, 1LSG, ASCOM, PA, ASR Compound, Fort Bonifacio, Taguig City, Philippines</p> <p>c. Delivery must be done in the presence of Philippine Army authorized representatives.</p> | |
| <p style="text-align: center;">BIDDER’S UNDERTAKING</p> <p>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.</p> <p>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.</p> <p>Until a formal contract is prepared and signed, this bid is binding on us.</p> | | |

Name of Company (in print)

Signature of Company Authorized Representative

Name and Designation

Date

TECHNICAL BID FORM

Procurement of One (1) Lot Communication Equipment for Newly Activated Units

BID REF NO. SIG PABAC2-003-24

Approved Budget Contract: PhP1,031,194.80

TO THE BIDDER: Indicate “COMPLY” if Bidder’s Statement of Compliance meets the Technical Specifications (TS), Test Procedures and Acceptance (TAP) and other 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. | | Bidder’s Statement of Compliance |
|---|---|---|
| 5 | <p><i>Continuation:</i> DELIVERY: a. The supplier must inform the PAPC at least seven (7) calendar days prior to delivery in delivery place/site. Failure to give due notice shall be a ground for non-acceptance of delivery. b. Other than the delivery schedule stated above, NO PARTIAL DELIVERIES are allowed. c. 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 material handling equipment at the site, the Supplier shall provide the necessary equipment such as but not limited to: forklifts, hand pallet truck, etc. At the expense of the Supplier.</p> | |
| <p style="text-align: center;">BIDDER’S UNDERTAKING</p> <p>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 if the required performance security within ten (10) calendar days from receipt of the Notice of Award. Until a formal contract is prepared and signed, thus bid is binding on us.</p> | | |

Name of Company (in print)

Signature of Company Authorized Representative

Name and Designation

Date

TECHNICAL BID FORM

Procurement of One (1) Lot Communication Equipment for Newly Activated Units

BID REF NO. SIG PABAC2-003-24

Approved Budget Contract: PhP1,031,194.80

TO THE BIDDER: Indicate “COMPLY” if Bidder’s Statement of Compliance meets the Technical Specifications (TS), Test Procedures and Acceptance (TAP) and other 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. | | Bidder’s Statement of Compliance |
|---|---|---|
| 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/Notice to Proceed (NTP). The letter request shall include as an attachment important document 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 requirements 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> | |
| <p style="text-align: center;">BIDDER’S UNDERTAKING</p> <p>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.</p> <p>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 if the required performance security within ten (10) calendar days from receipt of the Notice of Award.</p> <p>Until a formal contract is prepared and signed, thus bid is binding on us.</p> | | |

Name of Company (in print)

Signature of Company Authorized Representative

Name and Designation

Date

Annex 6-C

By 2028, a world-class Army that is a source of national pride.

**HEADQUARTERS P
HILIPPINE ARMY
OFFICE OF THE ASSISTANT CHIEF OF STAFF FOR
COMMAND AND CONTROL, COMMUNICATIONS, AND CYBER SYSTEMS, G6
Fort Andres Bonifacio, Metro Manila**

PA-TWGS1-04-2023

**TECHNICAL SPECIFICATIONS FOR
UHF/FM 40-100W BASE RADIO**

| | |
|---------------------------------|---|
| Description: | Two-way analog UHF remote mount mobile radio |
| Application: | Used as alternate means of communication of the Philippine Army |
| TECHNICAL DATA | REQUIREMENT |
| Base | |
| 1. Channel Capacity | At least 160 |
| 2. RF Output | 25 - 40W |
| 3. Power | 1 - 25W |
| 4. Frequency | 403 - 470MHz |
| 5. Dimensions | |
| Height: | At least 44mm |
| Width: | At least 169mm |
| Length: | At least 134mm |
| 6. Weight | 1.3kg maximum |
| Receiver and Transmitter | |
| 7. Channel spacing | 12 kHz/25kHz |
| 8. Intermodulation | Approximately 75dB |
| 9. Compatibility | Compatible with existing commercial UHF Base radios used by Philippine Army |

**TECHNICAL SPECIFICATIONS FOR
UHF/FM 2-10W HANDHELD RADIO**

| | |
|-----------------------|---|
| Description: | Two-way analog UHF handheld radio |
| Application: | Used as alternate means of communication of the Philippine Army |
| TECHNICAL DATA | REQUIREMENT |
| 1. Frequency Range | 403 - 438MHz |
| 2. Channel spacing | 12.kHz/25kHz |
| 3. Dimensions | |
| Height: | 120mm maximum |
| Width: | 55mm maximum |
| Depth: | 35.5mm maximum |
| 4. Weight | 335g maximum |
| 5. Battery Life | At least 11hrs |
| 6. IP Rating | IP54 |
| 7. Power | 1 - 4W |
| 8. Intermodulation | >70dB |

Tech Specs for UHF/FM 40-100W Base Radio, UHF/FM 2-10W HH Radio, & Satellite Phone, HH



Page 1 of 2

Conforme:

Bidder's Company Name

Signature of Authorized Representative

Designation

Date

By 2028, a world-class Army that is a source of national pride.

HEADQUARTERS
PHILIPPINE ARMY
OFFICE OF THE ASSISTANT CHIEF OF STAFF FOR
COMMAND AND CONTROL, COMMUNICATIONS, AND CYBER SYSTEMS, G6
Fort Andres Bonifacio, Metro Manila

PA-TWGSI-04-2023

**TEST ACCEPTANCE PROCEDURE FOR
UHF/FM 40-100W BASE RADIO, UHF/FM 2-10W HANDHELD RADIO AND
SATELLITE PHONE, HANDHELD**

1. REFERENCE:

1.1. Approved Technical Specification for UHF/FM 40-100W Base Radio, UHF/FM 2-10W Handheld Radio, and Satellite Phone, Handheld.

2. OBJECTIVES:

2.1. The objective of this TAP is to determine the completeness of the Goods being delivered.

2.2. Compliance with the standards enumerated in the bidding documents.

2.3. To determine the 100% functionality of the UHF/FM 40-100W Base Radio, UHF/FM 2-10W Handheld Radio, Satellite Phone, Handheld, and their respective accessories.

3. GUIDELINES:

3.1. The manufacturer/Supplier shall ensure that the goods to be delivered as stated in the contract are packed before the inspection.

3.2. The rating system that will be involved in the Acceptance Test will be passed or failed only.

3.3. The acceptance test shall be composed of 100% Visual Inspection and 100% Functional Tests following the Approved Technical Specification for UHF/FM 40-100W Base Radio, UHF/FM 2-10W Handheld Radio and Satellite Phone, Handheld.

3.4. In case of failure of any Goods during installation/assembly procedure, the supplier shall be given forty-five to sixty (45-60) calendar days for correction of defects/replacement of defective spare parts.

3.5. The warranty period shall only take effect upon final acceptance by PA TIAC.

3.6. Failure to comply with this procedure shall entail the PROCURING ENTITY to reject the whole quantity during the Final Acceptance by PA TIAC.

TAPs for UHF/FM 40-100W Base Radio, UHF/FM 2-10W HH Radio, & Satellite Phone, HH



Conforme:

Bidder's Company Name

Signature of Authorized Representative

Designation

Date

Page 1 of 5

By 2028, a world-class Army that is a source of national pride.

3.7. In case one (1) requirement is missing during the visual inspection, the supplier shall be given fifteen (15) calendar days to complete the requirements, otherwise, the Philippine Army Technical Inspection and Acceptance Committee (PATIAC) shall decline acceptance of the Goods and Services being delivered and thereafter shall inform the BAC in writing of the non-acceptance including the specific reasons for the same.

4. PROCEDURES:

The "Test Parameters and Procedures" is applicable for the Final Delivery and Acceptance of the UHF/FM 40-100W Base Radio, UHF/FM 2-10W Handheld Radio, Satellite Phone, Handheld, and their respective accessories. It is divided into three (3) parts, Completeness Inspection, Visual Inspection, and Functional Testing Parameters and Procedures.

4.1. COMPLETENESS INSPECTION:

To determine the 100% completeness of UHF/FM 40-100W Base Radio, UHF/FM 2-10W Handheld Radio, Satellite Phone, Handheld, and their respective accessories as listed on the technical specification.

4.1.1. UHF/FM 40-100W Base Radio, UHF/FM 2-10W Handheld Radio, Satellite Phone, Handheld, and their respective accessories should coincide with the required quantity:

| Item Nr | UHF/FM 40-100W Base Radio, UHF/FM 2-10W Handheld Radio, Satellite Phone, Handheld, and their respective accessories | | | | |
|---------|---|------|-----------------------------|------|------|
| | Quantity | Unit | Description | Pass | Fail |
| 1 | | | UHF/FM 40-100W Base Radio | | |
| 2 | | | UHF/FM 2-10W Handheld Radio | | |
| 3 | | | Satellite Phone, Handheld | | |

4.2. VISUAL INSPECTION PARAMETERS:

4.2.1. OVERALL WORKMANSHIP:

4.2.1.1. Equipment Needed: None.

4.2.1.2. Purpose: To determine the required labeling/markings and overall workmanship of the UHF/FM 40-100W Base Radio, UHF/FM 2-10W Handheld Radio, Satellite Phone, Handheld, and their respective accessories, and its 100% completeness.

4.2.1.3. Procedure: Inspect the UHF/FM 40-100W Base Radio, UHF/FM 2-10W Handheld Radio, and Satellite Phone, Handheld's overall workmanship, and accessories.

4.2.1.4. Standard:

TAPs for UHF/FM 40-100W Base Radio, UHF/FM 2-10W HH Radio, & Satellite Phone, HH



Conforme:

Bidder's Company Name

Signature of Authorized Representative

Designation

Date

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4.2.1.4.1. There should be no dents, scratches, cracks, signs of corrosion, or other surface defects on the UHF/FM 40-100W Base Radio, UHF/FM 2-10W Handheld Radio, Satellite Phone, Handheld, and their respective accessories.

4.2.1.4.2. Serial numbers and labels must be visible and readable on the external body of the UHF/FM 40-100W Base Radio, UHF/FM 2-10W Handheld Radio, Satellite Phone, Handheld, and their respective accessories.

4.2.1.4.3. Accessories should be properly sealed with labels/markings, date of manufacture, and serial number.

4.3. FUNCTIONAL TESTING PARAMETERS:

4.3.1. COMMUNICATION TEST

4.3.1.1. Equipment Needed: Commercial UHF Handheld Radio

4.3.1.2. Purpose: To determine the 100% functionality of the UHF/FM 40-100W Base Radio, UHF/FM 2-10W Handheld Radio, and its accessories.

4.3.1.3. Procedures:

4.3.1.3.1. Power on the UHF/FM 40-100W Base Radio or UHF/FM 2-10W Handheld Radio.

4.3.1.3.2. Check if the display panel/LED indicators/buttons are working.

4.3.1.3.3. Set the radio to the desired frequency.

4.3.1.3.4. Conduct communication test with other commercial UHF Handheld radios.

4.3.1.4. Standards:

4.3.1.4.1. The UHF/FM 40-100W Base Radio or UHF/FM 2-10W Handheld Radio should power on.

4.3.1.4.2. The display panel/LED indicators are working.

4.3.1.4.3. All interface and I/O ports must be functional.

4.3.1.4.4. The UHF/FM 40-100W Base Radio or UHF/FM 2-10W Handheld Radio should be able to transmit and receive audio.

4.3.2. CALL AND MESSAGING TEST

TAPs for UHF/FM 40-100W Base Radio, UHF/FM 2-10W HH Radio, & Satellite Phone, HH



Conforme:

Bidder's Company Name

Signature of Authorized Representative

Designation

Date

By 2028, a world-class Army that is a source of national pride.

- 4.3.2.1. **Equipment Needed:**
 - 4.3.2.1.1. Another Satellite Phone, Handheld
 - 4.3.2.1.2. Batteries
 - 4.3.2.1.3. SIM Card with sufficient e-load
- 4.3.2.2. **Purpose:** To determine the 100% functionality of the Satellite Phone, Handheld, and its accessories.
- 4.3.2.3. **Procedures:**
 - 4.3.2.3.1. Insert the required batteries and SIM Card.
 - 4.3.2.3.2. Power on the Satellite Phone, Handheld.
 - 4.3.2.3.3. Check if the display panel/LED indicators/buttons are working.
 - 4.3.2.3.4. Dial the number of other Satellite Phones, Handheld.
 - 4.3.2.3.5. Then, send sample messages using its messaging menu.
- 4.3.2.4. **Standards:**
 - 4.3.2.4.1. The Satellite Phone, Handheld should power on.
 - 4.3.2.4.2. The display panel/LED indicators are working.
 - 4.3.2.4.3. All interface and I/O ports must be functional.
 - 4.3.2.4.4. The Satellite Phone, Handheld should be able to initiate and receive audio calls.
 - 4.3.2.4.5. The Satellite Phone, Handheld should be able to send and receive text messages.

5. ACCEPTANCE OR REJECTION CHECKLIST:

| | PASS | FAIL |
|-----------------------------|------|------|
| A. VISUAL INSPECTION | | |
| No Dents | | |

TAPs for UHF/FM 40-100W Base Radio, UHF/FM 2-10W HH Radio, & Satellite Phone, HH



Page 4 of 5

Conforme:

Bidder's Company Name

Signature of Authorized Representative

Designation

Date

By 2028, a world-class Army that is a source of national pride.

| | PASS | FAIL |
|---------------------------------|------|------|
| No Scratches | | |
| No cracks | | |
| No signs of corrosion | | |
| Labels are visible and readable | | |
| No signs of surface defects | | |
| Accessories are complete | | |
| B. FUNCTIONAL TESTING | | |
| Communication Test | | |
| Call and Messaging Test | | |

6. ACCEPTANCE AND REJECTION:

Acceptability of lot/s shall be determined by the acceptance or rejection checklist wherein the delivered items must pass all the completeness, visual inspection, and functional testing. Failure in any of the requirements shall be subject to non-acceptance of the items.

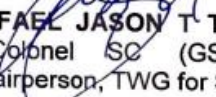
7. RESULT:

The result of the test based on the above criteria shall be the basis of the Philippine Army Technical Inspection and Acceptance Committee (PA-TIAC) for C4S Pre-Delivery Inspection (PDI) Team in the acceptance or rejection of the above item/s.

PREPARED BY:

NOTED BY:

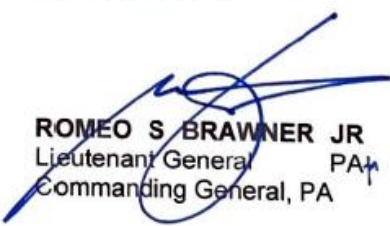

JAMES D SOBREDA
 Captain (SC) PA
 Technical Officer


RAFAEL JASON T TALIPAN
 Lt Colonel SC (GSC) PA
 Chairperson, TWG for Signal Items

RECOMMENDED BY:

APPROVED BY:


CONSTANCIO M ESPINA II
 Colonel GSC (SC) PA
 AC of S for C4S/G6, PA


ROMEO S BRAWNER JR
 Lieutenant General PA
 Commanding General, PA

TAPs for UHF/FM 40-100W Base Radio, UHF/FM 2-10W HH Radio, & Satellite Phone, HH



Conforme:

Bidder's Company Name

Signature of Authorized Representative

Designation

Date

Omnibus Sworn Statement

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

AFFIDAVIT

I, *[Name of Affiant]*, of legal age, *[Civil Status]*, *[Nationality]*, and residing at *[Address of Affiant]*, after having been duly sworn in accordance with law, do hereby depose and state that:

1. Select one, delete the other:

If a sole proprietorship: I am the sole proprietor or authorized representative of *[Name of Bidder]* with office address at *[address of Bidder]*;

If a partnership, corporation, cooperative, or joint venture: I am the duly authorized and designated representative of *[Name of Bidder]* with office address at *[address of Bidder]*;

2. Select one, delete the other:

If a sole proprietorship: As the owner and sole proprietor, or authorized representative of *[Name of Bidder]*, I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *[Name of the Project]* of the *[Name of the Procuring Entity]*, as shown in the attached duly notarized *Special Power of Attorney*;

If a partnership, corporation, cooperative, or joint venture: I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *[Name of the Project]* of the *[Name of the Procuring Entity]*, as shown in the attached *[state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable;)]*;

3. *[Name of Bidder]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

-
5. *[Name of Bidder]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. **Select one, delete the rest:**

If a sole proprietorship: The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

If a partnership or cooperative: None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

If a corporation or joint venture: None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder:
- a) Carefully examine all of the Bidding Documents;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the

duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ___, 20___ at _____, Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory’s legal capacity]
Affiant

SUBSCRIBED AND SWORN to before me this _____ day of _____ at _____, Philippines, by the affiant/s himself/herself/themselves whom I was able to personally identify through his/her/their [insert type of valid government identification card used], which he/she/they has/have presented to me.

Witness my hand and seal this ___ day of [month] [year].

NAME OF NOTARY PUBLIC

Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. _____ [date issued], [place issued]
IBP No. _____ [date issued], [place issued]

Doc No: _____
Page No: _____
Book No: _____
Series of: _____

(Bidder's Company Letterhead)

WARRANTY UNDERTAKING

**Procurement of One (1) Lot Communication Equipment for Newly
Activated Units**

BID REF NO. SIG PABAC2-003-24

Approved Budget Contract: PhP1,031,194.80

I/We, (Name), (Title/Capacity), the duly authorized representative of (Company/Bidder), hereby commits that should we be awarded the contract, we will issue a Warranty Certificate in favor of the Philippine Army (PA) valid for at least one (1) year from date of final acceptance and that the goods to be delivered are manufactured not more than one (1) year from the day of delivery.

This Undertaking shall form part of the Technical Requirements for the aforesaid procurement project

Signature of Company Representative

Name & Designation

Date

Bidder's Company Letterhead

CERTIFICATE OF REPLACEMENT FOR DEFECTIVE ITEMS

Procurement of One (1) Lot Communication Equipment for Newly Activated Units

BID REF NO. SIG PABAC2-003-24

Approved Budget Contract: PhP1,031,194.80

I/We, (Name) , (Title/Capacity) , the duly authorized representative of (Company/Bidder) , hereby commits that should we be awarded the contract, we will replace all defective items within thirty (30) calendar days upon receipt of Notice of Defects from the Philippine Army.

This Certification shall form part of the Technical Requirements for the aforesaid procurement project.

Issued this day of 2024 in , Philippines

Signature of Company Representative

Name & Designation

Date

Annex 10-A

**Bid Form for the Procurement of Goods
(Shall be submitted with the Bid)**

BID FORM

Date: _____

Project Identification No: _____

To: *(name and address of Procuring Entity)*

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *(insert numbers)*, the receipt of which is hereby duly acknowledge, we, the undersigned, offer to *(supply/deliver/perform)* *(description of the Goods)* in conformity with the said PBDs for the sum of *(total Bid amount in words and figures)* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *(specify the applicable taxes, e.g. (i) value added tax (VAT). (ii) income tax, (iii) local taxes, and (iv) other fiscal levels and duties)*, which are itemized herein or in the Price Schedules.

If our Bid is accepted, we undertake:

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

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

Name and address Amount and Purpose of
of agent Currency Commission or gratuity

(if none, state "None")

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

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

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

The undersigned is authorized to submit the bid on behalf of (name of the bidder) as evidence by the attached (state the written authority.)

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be ground for the rejection of our bid.

Name: _____
Legal capacity: _____
Signature: _____
Duly Authorized to sign the Bid for and behalf of: _____
Date: _____

Annex 10-B

(Bidder's Company Letterhead)

Procurement of One (1) Lot Communication Equipment for Newly Activated Units

BID REF NO. SIG PABAC2-003-24

Approved Budget Contract: PhP1,031,194.80

Financial Bid Form

| Description | Qty | ABC Price | | Bidder's Proposal | |
|---|---------|------------------|-------------------|-------------------|-------------|
| | | U/P | Total Price | U/P | Total Price |
| UHF/FM 40-100W Base Radio | 2 sets | 47,747.40 | 95,494.80 | | |
| UHF/FM 2-10W Handheld Radio | 50 sets | 18,714.00 | 935,700.00 | | |
| TOTAL BID PRICE | | | | | |
| Total Bid Price (Amount in Words): | | | | | |
| BIDDER'S UNDERTAKING | | | | | |
| <p>I/We, the undersigned bidder, have examined the TOR, as applicable, hereby OFFER to (supply/deliver/perform) the above-described items.</p> <p>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 Notice of Award.</p> <p>Until a formal contract/order confirmation is prepared and signed, this Bid is binding on us.</p> | | | | | |

Note: If the particular column is not applicable indicate **N/A**.

Name of Company (in print)

Signature of Company Representative

Name & Designation (in print)

Date

(Bidder’s Company Letterhead)

Procurement of One (1) Lot Communication Equipment for Newly Activated Units

BID REF NO. SIG PABAC2-003-24

Approved Budget Contract: PhP1,031,194.80

For Goods Offered from Abroad

Name of Bidder _____ . Invitation to Bid1 Number _____ . Page _____ of ____.

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
|------|-------------|-------------------|-----|---|--|-------------------------------------|--------------------------------------|---|
| Item | Description | Country of origin | Qty | Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination) | Total CIF or CIP price per item (col. 4 x 5) | Unit Price Delivered at Place (DAP) | Unit price Delivered Duty Paid (DDP) | Total Price -(if DAP col 4X7) -(If DDP col 4X8) |
| | | | | | | | | |

Note: If the particular column is not applicable indicate **dash (-)** or **zero (0)**, as applicable.

_____ *[signature]*

_____ *[in the capacity of]*

Duly authorized to sign Bid for and on behalf of _____

 1 If ADB, JICA and WB funded projects, use IFB.

Annex 11
FORM NO. 2

(Bidder's Company Letterhead)

Procurement of One (1) Lot Communication Equipment for Newly Activated Units

BID REF NO. SIG PABAC2-003-24

Approved Budget Contract: PhP1,031,194.80

For Goods Offered From Within the Philippines

Name of Bidder _____ Invitation to Bid2 Number ____ Page
_____ of ____.

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

Note: If the particular column is not applicable indicate **dash (-)** or **zero (0)**, as applicable.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

2 If ADB, JICA and WB funded projects, use IFB.

