

# H E A D Q U A R T E R S ARMED FORCES OF THE PHILIPPINES BIDS AND AWARDS COMMITTEE OFFICE OF THE PHILIPPINE ARMY BIDS AND AWARDS COMMITTEE 1 Fort Andres Bonifacio, Metro Manila

## **BIDDING DOCUMENTS**

for the

Procurement of Parachute Simulator System of SFR(A), PA

**QM PABAC1 079-23** 

ABC: PhP65,037,500.00

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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** – BangkoSentralngPilipinas.

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

H E A D Q U A R T E R S ARMED FORCES OF THE PHILIPPINES BIDS AND AWARDS COMMITTEE OFFICE OF THE PHILIPPINE ARMY BIDS AND AWARDS COMMITTEE 1 Fort Andres Bonifacio, Metro Manila

## INVITATION TO BID FOR THE PROCUREMENT OF PARACHUTE SIMULATOR SYSTEM OF SFR(A), PHILIPPINE ARMY

1. The Philippine Army, through the Advice of Sub-Allotment (ASA) Number 2200-2023-0492 dated 30 June 2023 valid until 31 December 2024, intends to apply the sum of SIXTY-FIVE MILLION THIRTY-SEVEN THOUSAND FIVE HUNDRED PESOS (**PhP65,037,500.00**) being the ABC to payments under the contract for the Procurement of Parachute Simulator System of SFR(A), PA under QM PABAC1 079-23. Bids received in excess of the ABC shall be automatically rejected at bid opening:

Description	Lot	ABC
PARACHUTE SIMULATOR SYSTEM OF SFR(A),		
PHILIPPINE ARMY	1	PhP65,037,500.00

- 2. The Philippine Army now invites bids for the above Procurement Project. Delivery of the Goods, for each lot, is required within **Two Hundred Forty** (240) calendar days upon receipt of Notice to Proceed (NTP) by the supplier, the details of which are provided in the Schedule of Requirements, 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.
  - 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 the Philippine Army and inspect the Bidding Documents at the address given below office hours (8:00AM to 4:00PM) on weekdays only (except holidays).
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on \_\_\_\_\_\_from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB in the amount of **Fifty Thousand Pesos** (**PhP50,000.00**). The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, by facsimile, or through electronic means.
- 6. The Philippine Army through PABAC1 will hold a Pre-Bid Conference on the time and date as specified below at the Office of the PABAC1, Fort Andres Bonifacio, Taguig,

Metro Manila and/or through video conferencing or webcasting via Zoom, which shall be open to prospective bidders. Only One (1) representative per bidder will be accommodated on the venue. Other representatives will attend through VTC. Zoom link will be provided one hour before the start of the PRE-BID Conference.

- 7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before the date of submission. 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 on	Office of the PABAC1,
2. Pre-Bid Conference	11 December 2023 at 01:30 PM	Fort Andres Bonifacio,
3. Submission of Bids	27 December 2023 at 01:30 PM	Taguig City
4. Opening of Bids	27 December 2023 at 01:30 PM Onwards	

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 Sections35.6 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 shall 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 1

Fort Andres Bonifacio, Taguig City

#### **BGEN ANTONIO C ROTA JR PA**

PABAC1 Chairperson

Contact Nr. +63999-321-1164/+63977-488-0012

Telephone Nr. 845-9555 local 6891 Email address: pabacsec@gmail.com 12. You may visit the following websites:

For downloading of Bidding Documents:

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

Date of issue:	

**BGEN ANTONIO C ROTA JR PA** 

PABAC1 Chairperson

### Section II. Instructions to Bidders

#### 1. Scope of Bid

The Procuring Entity, Philippine Army wishes to receive Bids for the **Procurement of Parachute Simulator System of SFR(A)**, **PA under QM PABAC1 079-23**.

The Procurement Project (referred to herein as "Project") is composed of **one lot**, 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 CY 2023 in the amount of **Sixty-Five Million Thirty-Seven thousand Five Hundred (PhP 65, 037,500.00)**
- 2.2. The source of funding is: Capital Outlay FY 2023.

#### 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 a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
  - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
  - iii. When the Goods sought to be procured are not available from local suppliers; or
  - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 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 similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to at least fifty percent (50%) of the ABC (Non-expendable Supplies).
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

#### 6. Origin of Goods

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

#### 7. Subcontracts

7.1. The 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 and/or through videoconferencing/webcasting as indicated above.

#### 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 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, exwarehouse, 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 at placed (DAP) 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 the opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

#### 15. Sealing and Marking of Bids

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

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

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

#### 16. Deadline for Submission of Bids

16.1. The Bidders shall submit their bids on the specified date and time at physical address given above.

#### 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 maybe. 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 lot or items shall be indicated in **Section VII** (**Technical Specifications**), although the ABCs of these lot or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

  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

20.1. 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

## **Bid Data Sheet**

TTD	
ITB	
Clause 5.3	For this purpose, contracts similar to the Project shall be:
	a. Supply and Delivery of " parachute simulator system"; and
	b. Completed within five (5) years prior to the deadline for the submission and receipt of bids.
7.1	No portion of the contract or project shall be sub-contracted.
10	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.
	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).
	In case of a Joint Venture, each JV partner shall submit the required Legal Documents.
12.1	The price of the Goods shall be quoted DAP delivered at Headquarters, Special Forces Regiment (Airborne), Philippine Army in the applicable International Commercial Terms (INCOTERMS) for this Project. (Locally Manufactured = No INCOTERMS;
13.1	Bid Price shall be quoted in <b>Philippine Pesos</b> .
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:
	a) The amount of not less than PhP1,300,750.00 [which is equivalent to 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
	a. The amount of not less than PhP3,251,875.00 [which is equivalent to five percent (5%) of the ABC], if bid security is in Surety Bond.
	Note: 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.

Each Bidder shall submit **one** (1) **original and two** (2) **photocopies** of the first and second components of its bid with proper tabbing.

#### Note:

20.2

- 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.
- 19.3 The Project shall be awarded **as one contract**.

Description	Lot	ABC (PhP)	End-User
Procurement of Parachute Simulator of System	1	PhP65,037,500.00	SFR(A), PA

**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:**A. Present original and submit** 

copy of the following:

TAB	Additional Post Qualification Requirements	Legal Basis
A	Attachments of PhilGEPS (Platinum) Registration.  Registration Certificate from Securities and Exchange Commission (SEC) for corporations, Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document in case of foreign bidder.	2016 Revised IRR of RA No 9184
В	Current and valid Mayor's Permit or Business Permit issued by the local government where the principal place of business of the bidder is located or its equivalent incase of foreign bidder.	2016 Revised IRR of RA No 9184
С	Tax Clearance Certificate per Executive Order 398, Series of 2005.	2016 Revised IRR of RA No 9184
D	Latest Income and Business Tax Returns filed and paid through the BIR Electronic Filing and Payment System (eFPS). The latest income and business tax returns are those within the last six (6) months preceding the date of bid submission.	2016 Revised IRR of RA No 9184
Е	Latest Audited Financial Statement showing, among others, the prospective bidder's total and current assets and liabilities stamped "received" if manually filed or "attachment of	2016 Revised IRR of RA No 9184

	system generated Transaction Reference	
	Number and email to the system user" 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 (2) years from the date of bid submission.	
	Certificate from AFPPS that the bidder is not	2016 Revised IRR
F	Blacklisted and has no overdue delivery if not	of RA No 9184
	submitted during bid opening	011011107101
	Certificate of Notarial Commission/oath of	
	office /appointment of the lawyer who	
	notarized the documents submitted by the	2016 Revised IRR
G	bidder or certificate from the Office of the	of RA No 9184
	Executive Judge/Office of the Clerk of court	01101110 9101
	certifying that the notary public is	
	appointed/commissioned for a specific period.	
	Supporting documents for the Ongoing	
	Government/Private Contracts and the Single	
	Largest Completed Contract.	
	1. Notice of Award, AND/OR Notice to	
	Proceed, AND/OR Purchase Orders	
	AND/OR Contracts for all Ongoing	
	Contracts as listed per submitted Annex 1;	
	2. Notice of Award, Notice to Proceed,	
	Purchase Orders OR Contracts relative to	2016 Revised IRR
H	Single Largest Completed Contract per	of RA No 9184
	submitted Annex 2	01141110 )101
	3. Certificate of Completion OR	
	Technical Inspection and Acceptance	
	Committee (TIAC) Report OR Official	
	Receipt (duplicate or triplicate copy) OR	
	Sales Invoice with Collection Receipt	
	(duplicate or triplicate copy) OR End-User's	
	Acceptance relative to the Single Largest	
	Completed Contract per submitted Annex 2	
	Company Dugget (O. 1. d. Access a	
I	Company Profile (Organization, Affiliated	
т	Companies, Production Capability)	
J	Vicinity map/location of the business	

#### Note:

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.

#### FOR FOREIGN MANUFACTURER/BIDDER:

➤ The equivalent to the above-enumerated Class "A" documents issued by country or place of business, in English shall be submitted. 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, all said 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:** For the Local representative of the foreign bidder: It 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 permit** issued by the local government where the principal place of business of the bidder is located.

**In case of Joint Venture** (both local and foreign manufacturers), both partners must present/submit the above documents.

## 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 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 Contract

## **Special Conditions of Contract**

GCC			
Clause			
1	Delivery and Documents –		
	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:		
	1. For Goods supplied from abroad: "The delivery terms applicable to the Contract is DAP delivered at Headquarters, Special Forces Regiment (Airborne), Philippine Army, Fort Ramon Magsaysay, Nueva Ecija in accordance with INCOTERMS."		
	2. For Goods supplied from within the Philippines: "The delivery terms applicable to this Contract is DDP delivered at at Headquarters, Special Forces Regiment (Airborne), Philippine Army, Fort Ramon Magsaysay, Nueva Ecija. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."		
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).		
	For purposes of this Clause the Procuring Entity's Representative at the Project Site is: <b>PA</b> , <b>TWG</b> , <b>TIAC</b> , <b>APAO</b> , <b>OG10</b> .		
	Incidental Services –(if applicable)		
	The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:		
	a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;		
	b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;		
	c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;		
	d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided		

- that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

## Additional Requirements to be provided by the Bidder, If Awarded the Contract:

- Supplier must conduct five (5) training on the use, care, and maintenance to at least ten (10) personnel (minimum) not later than fourteen (14) calendar days from acceptance.
- All expenses related to training shall be for the account of supplier.

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** –(if applicable)

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 as specified in Packaging and Packing of the Technical Specification for this Project.

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.

#### 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 Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

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.

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.

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.

#### **Intellectual Property Rights –**

The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.

Payment shall be made by Check for local Supplier, or through irrevocable Letter of Credit (LC) in case of foreign supplier/manufacturer.

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:

- 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;
- c. Payee Bank: The LC draft (if any) shall be drawn on the confirming bank;
- d. Beneficiary: [Insert name and address of Supplier with Point of Contact];

- 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:
- f. Expiration Date: **Two Hundred Seventy (270) calendar days** from issue date of the L/C:
- g. 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:
  - 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).

#### **Other Instructions:**

The cost of the opening, as well as advising, confirmation, extension, and/or amendment, if any, of the L/C, and other bank charges shall be for the account of the Supplier;

The L/C must be in English; and

No boycott or restrictive language.

4 The inspections and tests that will be conducted are:

All Items shall be subjected to pre-shipment/pre-delivery inspection and the test (PDI) by the Philippine Army.

1. For Foreign Manufacturers:

- a. All Items shall be subjected to pre-shipment/ pre-delivery inspection and the test (PDI) by the Philippine Army representatives. The PDI shall be conducted not later than sixty (60) days prior to the expiry of the required delivery period at the supplier's country of origin.
- b. The Inspection Team that may attend the pre-shipment/pre-delivery test at the country of origin at supplier's expense shall be composed of **three (3) members.**
- c. The Manufacturer shall ensure that the Inspection Team will be allowed to jointly participate in the conduct of the functional testing procedures.
- d. Supplier shall shoulder all the costs and expenses of travel (via/IATA member airlines in case of international travel) and accommodation including Daily Subsistence Allowance (pursuant to Section 8, EO 298) and securing visas as necessary and travel insurance of all the Inspection Team Members. In this regard, the supplier is required to issue the required written invitations to the Inspection team through the Philippine Army relative to the PDI within seven (7) calendar days from receipt of NTP.
- e. Supplier shall conduct product/inspection and predeparture briefing to orient the members of the Inspection team at least one (1) week prior to the departure date. Supplier shall ensure that a full-time/on-board interpreter is available for the non-English speaking country of manufacturer/plant site. Travel documents including insurance must be submitted to the inspection team during the pre-departure briefing.
- f. Failure to provide such invitation per paragraph d above may result in delays in the release of required travel orders for the inspection team and may subject the supplier to applicable sanctions including liquidated damages due to late delivery.
- g. Physical inspection and functional test shall be conducted by the Procuring Entity's representative (PATIAC). During PDI, expenses incurred related hereto particularly travel, board and lodging, and all expenses related to the conduct of functional test shall be borne by the Supplier/Contractor.
- h. All incidental and related expenses relative to inspection shall be for the account of the Supplier/Contractor but not limited to the following:
  - ➤ Full hospitalization coverage in case of Death or Bodily Injury/Serious Bodily Injury of the personnel; and
  - Claim of Death and Life benefits in the amount listed below:

Death: PhP1,000,000.00
 Injury: PhP500,000.00

This indemnity will be provided for death or bodily injury caused by malfunction and defective devices and parts happening while the product is being used anytime during inspection and/or cancellation of the contract by the HoPE.

#### 2. For Local Manufacturers:

- a. Pre-delivery inspection of the items to be conducted by Philippine Army Inspection Team at the Manufacturer's local facilities, or at an authorized third-party testing facility.
- b. All incidental and related expenses relative to inspection shall be for the account of the Supplier/Contractor but not limited to the following:
  - Full hospitalization coverage in case of Death or Bodily Injury/Serious Bodily Injury of the personnel; and
  - Claim of Death and Life benefits in the amount listed below:
    - 1. Death: PhP1,000,000.00
    - 2. Injury: PhP500,000.00

This indemnity will be provided for death or bodily injury caused by malfunction and defective devices and parts happening while the product is being used anytime during inspection and/or cancellation of the contract by the HoPE.

c. Acceptance Tests to be conducted as per prescribed Test and Acceptance Procedures.

Cost of testing, including the cost of sample, shall be for the account of the supplier. The samples shall be over and above the quantity to be delivered.

The PDI shall be conducted in accordance with the prescribed PA Test and Acceptance Procedures.

- **B.** <u>Final Inspection and Acceptance</u> at the Delivery Site. Completeness and appropriateness of the delivered goods and visual inspection shall be conducted by the Procuring Entity's representative (PATIAC) at the delivery site. Expenses incurred related hereto particularly meals and board and lodging expenses shall be borne by the Supplier/Contractor.
  - 1) Certificate of Final Acceptance by the TIAC
  - 2) Inspection and Acceptance Report by GS, PAO, PA or its FPAO in the delivery site.
- ii. Non-Acceptance of Items In case items are rejected, Philippine Army Technical Inspection and Acceptance Committee (PATIAC) shall issue Certificate of Non-Acceptance on the cause of non-compliance of the item. A corresponding Notice of Non-Acceptance shall then be issued by Philippine Army Procurement Center (PAPC) to the supplier, further advising that the period for replacement of the defective item is within thirty (30) calendar days from receipt thereof. Once the allowable period of replacement exceeds, the

	contract shall be terminated. Supplier shall be subjected to blacklisting due to termination for default.
5.1	The warranty shall be covered by either retention money or a special bank guarantee in favor of the Philippine Army equivalent to five percent (5%) of the Contract Price. The Obligation for the warranty shall only be released after the lapse of the warranty period.  The warranty period shall be <b>one</b> (1) <b>year</b> after acceptance by the Procuring Entity of the delivered Goods.

## 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	Description	Lot	Delivered Weeks/months	Delivery Place
1	Parachute Simulator System	1	Within Two Hundred Forty (240) Calendar Days upon Receipt of NTP	Headquarters, Special Forces Regiment (Airborne), Philippine Army, Fort Ramon Magsaysay, Nueva Ecija
2	Familiarization/Training for ten (10) personnel (minimum)		Not later than fourteen (14) days after issuance of Acceptance Certificate and to be conducted.	Headquarters, Special Forces Regiment (Airborne), Philippine Army, Fort Ramon Magsaysay, 3130 Nueva Ecija

## Section VII. Technical Specifications

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-TWG-02-2022

## TECHNICAL SPECIFICATIONS FOR PARACHUTE SIMULATOR SYSTEM

#### A. PARACHUTE SIMULATOR SYSTEM

Desc	ription:	Parachute simulator training system contains one Parachute Simulator Unit with High Resolution Human Mounted Display (HMD) visual support and modular mechanical structure.		
Appli	cation:	Training support for static and tactical Parachutes		
	GENERAL	REQUIREMENTS		
•	Ability to train paratroopers into v Display (HMD))	irtual reality environment (with Head Mounted		
-	Ability to support HALO/HAHO tra	aining		
•	Ability to support the training Navigator, Parafoil, T10, T16, T1	with different parachutes as Spectre, Intruder,		
•	Ability to simulate and response Emergency Procedures for supported parachute systems			
	Ability to simulate Malfunctions of parachute for supported parachute systems aerodynamically and visually			
•	It must have user interface to select training scenario and select jumping points, selecting parachute types, jumping altitudes, wind and weather conditions, directions and speeds			
	Ability to support high-resolution geo-specific/geo-typical visual databases.			
•	It support 1 (one) user selected custom 5kmx5km with high resolution geo- specific/geo-typical visual database.			
	It simulate and support equipmer			
	It support training starting from from	ee fall.		
	It support free fall simulation with	wireless sensors.		
•	right/left side movements, rotation	Ability to simulate free fall simulation as forward movements, backside movements, right/left side movements, rotation.		
	It has ripcords, steering toggles,			
	Ability to simulate the effects of w			
•	It supports Instructor Operator Station (IOS) that can support viewing real-time training, recording and replaying.			
	It has database that support reco	ord training performance of trainees		
	scenarios.	erator Station (IOS) to support individual training		
•	It has sound alerts during rising up the parachute to inform trainee about starting of mechanical movements.			



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- It has sound simulation to simulate wind noise during free fall and under canopy.
- It has COTS drivers, motors, and control hardware for driving riser mechanisms.
- It supports Instructor Operator Station (IOS) that can visualize the movements and ripcord reactions of trainees in line chart graphs.
  - It has touch enabled control display. (Self-operation ability, all functions can be supported through touch enabled control display).
- It supports Free Fall Training (Wireless body joint / motion recognition, Realistic aerodynamic free fall mathematical models)
- Under Parachute Training, simulates realistic parachutist's five point of performance through Realistic aerodynamic parachute mathematical models
- It supports Group Jump Training (up to 6 Unit)
- It has Professional Parachute Training Environment, HALO (high altitude low opening) and HAHO (high altitude – high opening) operations up to 30.000 feet
- It supports Static Parachute Training Environment
- It has an Emergency Training
- It has an Malfunction Training
- It has pre-flight emergency and malfunction generation
- . It has in-flight emergency and malfunction generation
- It has 3D modelled parachute malfunctions
- It has Wind/Snow/Rain/Fog simulations
- It has Day/Night jumping capability.
- It has force Feedback Parachute Controls
   It supports Touch Screen Display (10 Point Capacitive)
- It has Modular Mechanical Aluminum Structure
- It has Separate Motors for Right and Left riser.
- It has Separate Motors for tail
- It has Safety Brakes
- It has Realistic Harnesses
- It has User selected one 5kmx5km High Resolution Jumping Area
- It has HMD 2,880 x 1,600, with 90Hz refresh rate
- It has 110-degree field of view
- It has Intercom between trainer and Instructor
- It has Multi Language Support
- It has Training Results Stored in Database
- It supports Group Jump Simulation
- It supports Touch Screen Controls
- Has real-time Detail Analysis Software (Jump summary, X-Y Plots, Handle Position Plots and more)
- Generates Flight Summary and Report
- It Record/Replay Virtual Environment
- It has Free Software updates during warranty period.
- It has Front Camera

ELECTRICAL

SPECIFICATIONS

#### TECHNICAL REQUIREMENT

- Parachute simulator system operates 220 V line voltage
- Parachute simulator system operates
   Hz / 60 Hz line voltage
- Parachute simulator system has electrical safety equipment's as fuses, line switches
- d. System is fed by customer provided



HONOR, PATRIOTISM, DUTY



		UPS to prevent unexpected power losses	
2.	MECHANICALLY SPECIFICATIONS	Parachute simulator system operates with 50-100kg trainee weights     Parachute simulator system can be mounted and dismounted easily	
3.	PHYSICAL SPECIFICATIONS	<ul> <li>Parachute simulator units have emergency stop buttons in software and hardware to have safe training environment.</li> </ul>	
4.	CHEMICALSPECIFICATIONS	<ul> <li>Parachute simulator units are painted/coated against rusting.</li> </ul>	
5.	ENVIRONMENTAL SPECIFICATIONS	<ul> <li>Parachute simulator system operates properly at 21 (± 2) °C and %50 ±%10 relative humidity conditions.</li> </ul>	
6.	SAFETY	<ul> <li>Parachute simulator system has safety against over load, over current.</li> </ul>	
7.	OPTIONAL FEATURES	a. Parachute simulator system car support individual or collective training up to 6 (six) jumpers  b. Parachute simulator units can support to see other jumpers in the area (collective jumping)  c. Central Instructor Operator Station (CIOS) has ability to control Parachute Training Units separately as setting different malfunctions to each Parachute Training Unit in single training scenario  d. Parachute simulator system is capable of Central Instructor Operator Station (CIOS) to control collective jump training.	
8.	INSPECTION AND ACCEPTANCE METHODS	<ul> <li>Parachute simulator system is inspected visually and functional functionally.</li> </ul>	
9.	PACKAGING AND MARKING	<ul> <li>Parachute simulator units are delivered with wooden boxes.</li> </ul>	
10.	WARRANTY AND MAINTENANCE PROVISIONS	<ul> <li>a. Parachute simulator system has one year manufacturing warranty.</li> <li>b. Supplier shall warrant that to spare parts supplied with expenses at least (five) years.</li> </ul>	





TECHNICAL	DATA	REQUIREMENT
1. JUMPING STA	TION MECHANIC	CAL STRUCTURE (6 UNITS)
	MODULE	Able to simulate the movement of the paratroopers in terms of the angular position     Operating voltage 220-230 V.     Frequency 50Hz/60Hz
b. FRAME	STRUCTURE	Able to carried the weight of paratroopers with complete equipment up to 120 kg     Base frame made of aluminum profile with a minimum size of 2.2 m x 2.9 m (length x width)
c. JOINT M SENSOF		<ol> <li>Able to see the movement of the paratrooper during free fall position.</li> <li>Integrated with Motion Recognition Module</li> <li>Detection angle: &lt; 140°.</li> <li>Detection distance: 3 m to 7 m.</li> </ol>
d. CAMERA		<ol> <li>4 MP fixed camera with high quality imaging.</li> <li>180° super wide field of view.</li> <li>4.6 mm lense.</li> <li>Max supported Resolution 2560 x 1440 @2 fps.</li> <li>Digital Noise Reduction.</li> <li>Up to 30m IR range.</li> <li>Power over ethernet.</li> <li>Able to record and send video to Simulation Software.</li> </ol>
e. JUMP ST		<ol> <li>Intel 3.9GHz 8C or better CPU.</li> <li>Has minimum 1 TB capacity data storage.</li> <li>Networking: Integrated.</li> <li>Audio: Integrated.</li> <li>Has Windows 10 Operating Systems.</li> </ol>
f. TOUCHS MONITO	(F65 (100 (50 (50 (50 (50 (50 (50 (50 (50 (50 (	1) Integrated with all Advanced HALO HAHO Simulator software system. 2) Minimum Monitor 21 inch size. 3) Resolution HD. 4) Multi-touch built-in feature. 5) Multiple Connector.
g. HEAD M DISPLAY	OUNTED /	<ol> <li>Dual AMOLED 3.5" diagonal.</li> <li>Resolution 2880x1600.</li> <li>Field of view minimum 110°.</li> <li>Tracking area: 15 x 15 feet.</li> <li>Built-in audio.</li> <li>Built-in microphone.</li> <li>HDMI and USB Connection.</li> </ol>
h. PARACH	IUTE HARNESS	<ol> <li>Simulated harness.</li> <li>Webbing lashing that can carry paratroops with max 120 kg.</li> <li>Open chute trigger.</li> <li>Cutaway chute trigger.</li> <li>Open 2nd chute trigger.</li> </ol>
2. INSTRUCTOR	STATION (1 UN	IT)
INSTRUCTOR		Intel 3.9GHz 8C or better CPU.     Has minimum 2 TB capacity data storage.





HONOR. PATRIOTISM. DUTY.

	Monitor with minimum 21 inch size.     Windows 10 Operating System
B. FLIGHT SIMULATION SOFTWA	ARE
a. REALISTIC AERODYNAMIC MODULE	<ol> <li>Able to simulate paratroopers into a virtual environment.</li> <li>Able to simulate free fall position before the parachute is opened</li> <li>Able to simulate wind direction and speed.</li> </ol>
b. MOTION RECOGNITION MODULE	<ol> <li>Able to simulate the movement of paratroopers parachute closer to the original</li> <li>Able to simulate Open Chute trigger.</li> <li>Able to simulate Cut Away trigger.</li> <li>Able to simulate Open 2nd chute trigger</li> </ol>
c. JUMPING EQUIPMENT MODULE	Able to simulate the movement of paratroopers parachute closer to the original     Able to simulate Open Chute trigger.     Able to simulate Cut Away trigger.     Able to simulate Open 2nd chute trigger
d. REALISTIC AERODYNAMIC PARACHUTE SIMULATION MODULES	<ol> <li>Able to show parachute movement closer to the original.</li> <li>Able to simulate training with different type of parachutes such as Specter, Intruder Navigator, Parafoil, T10, T16 and T11, MT1 Z</li> </ol>
e. VIRTUAL TRAINING ENVIRONMENT	Able to display maps of the required training area.     Has high-resolution geo-specific environmental area visualization with 5 km x km size
4. TRAINING MODULES	
a) TRAINING MODULES	<ol> <li>Able to simulate parachute-training scenarioup to 30,000 feet height.</li> </ol>
b) FREE FALL TRAINING MODULE	<ol> <li>Able to simulate Free Fall Training visually an physically.</li> <li>Able to simulate movement direction durin Free Fall.</li> </ol>
c) STATIC LINE TRAINING MODULE	Able to simulate static line visually an physically.     Able to simulate movement direction durin static line
d) HALO HAHO TRAINING MODULE	Able to simulate High Altitude Low Openin (HALO) and High Altitude High Openin (HAHO) visually and physically.     Able to simulate movement direction durin HALO and HAHO
e) EMERGENCY AND MALFUNCTION TRAINING MODULE	Able to simulate Emergency and Malfunction procedures in the form of Accidental Opening The parachute opens suddenly     Able to simulate Emergency and Malfunction procedures in the form of Lost Equipment Paratroopers lose parachuting altimeter     Able to simulate Emergency and Malfunction procedures in the form of Total Malfunction





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- 4) Able to simulate Emergency and Malfunction procedures in the form of Pilot Chute Over of the Nose Canopy. The center of the parachute partially bends.
- Able to simulate Emergency and Malfunction procedures in the form of Pilot Chute Hesitation. Parachute not fully open
- Able to simulate Emergency and Malfunction procedures in the form of Horse Shoes. The parachute does not fully open and forms a horseshoe
- Able to simulate Emergency and Malfunction procedures in the form of Baglock. The parachute bag cannot be opened
- Able to simulate Emergency and Malfunction procedures in the form of Dual Main and Reserve Deployment. Main Chute and Reserve Chute open simultaneously.
- Able to simulate Emergency and Malfunction procedures in the form of Close End Cells. The end of the parachute is closed to the inside (folded)
- Able to simulate Emergency and Malfunction procedures in the form of Broken Control Lines. A fault has occurred in the control lines.
- Able to simulate Emergency and Malfunction procedures in the form of Broken Lines. There was a break in the rope on the parachute.
- 12) Able to simulate Emergency and Malfunction procedures in the form of Line Twist. There was a twist rope on the parachute
- 13) Able to simulate Emergency and Malfunction procedures in the form of Rips and Tears Strong. There was a large tear in the parachute
- 14) Able to simulate Emergency and Malfunction procedures in the form of a Hung Slider. The parachute slider opens too far.
- 15) Able to simulate Emergency and Malfunction procedures in the form of Line Over. The parachute cord is wrapped around the parachute
- 16) Able to simulate Emergency and Malfunction procedures in the form of Snivel. The parachute is furl
- 17) Able to simulate Emergency and Malfunction procedures in the form of a Pilot Chute in Tow. The parachute failed to open
- 18) Able to simulate Emergency and Malfunction procedures in the form of Pilot Chute Over The Canopy. The side of the parachute is partially bent
- 19) Able to simulate Emergency and Malfunction procedures in the form of Line Twist Strong. There was a strong twist on the parachute





cord and made the parachute difficult to control
20) Able to simulate Emergency and Malfunction procedures in the form of Line Twist Automatic
21) Able to simulate Emergency and Malfunction procedures in the form of Rips and Tears. Parachute torn.

PREPARED BY:

HARRY A BALIAGA JR LTC GSC (INF) PA Chief, SFCDO NOTED BY:

ROSENDO C ABAD JR COL GSC (INF) PA Chairman, TWG

RECOMMENDED BY:

CONSTANCIO M ESPINA II COL GSC (SC) PA AC of S For C4S, G6, PA APPROVED BY:

ROMEO S BRAWNER JR Lieutenant General PA ommanding General, PA



HONOR, PATRIOTISM, DUTY.

# Section VIII. Checklist of Technical and Financial Documents

# **Checklist of Technical and Financial Documents**

I. TE	CHNICAL COMPONENT ENVELOPE
	Class "A" Documents
<u>TAB</u>	<u>Legal Documents</u>
A	Valid and updated PhilGEPS Registration Certificate (Platinum Membership) in accordance with Section 8.5.2 of the revised IRR of RA No. 9184 (updated 03 October 2023) and GPPB Resolution 15 - 2021 dated 14 October 2021.
	Technical Documents
В	Duly signed <b>Statement of the prospective bidder of all its ongoing government and private contracts</b> , including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid. ( <b>Annex 1</b> )
	*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, kind of goods, 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.
С	Statement of the bidder's <b>Single Largest Completed Contract</b> ( <b>SLCC</b> ) of similar nature within the last <b>five</b> ( <b>5</b> ) <b>years</b> from the date of the Receipt and Opening of Bid Envelope.
	Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to at least fifty percent (50%) of the ABC (Non-expendable Supplies).
	* For this project, "similar contract or project" shall pertain to the Supply and
	Delivery of "Parachute Simulator System".
	Financial Documents
D	The prospective bidder's computation of <b>Net Financial Contracting Capacity</b> (NFCC) (Annex 3-A); <u>or</u>
	A Committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation (Annex 3-B).
	* Should the bidder opt to submit NFCC, computation must be at least equal to the ABC to be bid, calculated as follows.  NECC = [(Current assets minus current liabilities) (15)] minus the value of all
	NFCC = [(Current assets minus current liabilities) (15)] minus the value of all ongoing contracts, including awarded contracts yet to be started.

- \* The values of the domestic bidder's current assets and current liabilities shall be based on the latest Annual Income Tax Return and Audited Financial Statements filed thru eFPS.
- \* For foreign bidders, the value of the current assets and current liabilities shall be based on their latest Audited Financial Statements (AFS) prepared in accordance with international reporting standards. The NFCC computation shall be expressed in Philippine Peso based on the prevailing exchange rate as published in the BSP reference rate bulletin on the date of preparation of the AFS.
- \* 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 Credit must be Machine Validated.

### Class "B" Documents

E Duly signed **Joint Venture Agreement (JVA)** in case the joint venture is already in existence; **or** 

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; **or** 

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**).

\*Note:

- \* The JVA should be specific to the project including the purpose and all supporting documents related thereto.
- F **Bid security** in the prescribed form, amount and validity period; <u>or</u> a **Notarized Bid Securing Declaration (Annex 5)**.
  - G Conformity with the Schedule of Requirements (Annex 6-A).

Duly signed statement of compliance to Technical Specifications (Annex 6-B).

Warranty Undertaking (Annex 6-C).

Certificate of Replacement for Defective Items (Annex 6-D).

H Certificate from Armed Forces of the Philippines Procurement Service (AFPPS) that the Bidder is **not Blacklisted and has no overdue delivery**; <u>or</u>

In the absence of the said Certificate, the Bidder shall submit a proof of application of the same stamped received by AFPPS if manually filed, or acknowledged received by the AFPPS through its official email address:afppsthree@gmail.com if

electronically filed.

#### \*Note:

- In case of Joint Venture, each JV partner shall submit the Certificate.
- I Notarized Omnibus Sworn Statement (Annex 7).
- J Proof of Authority of the designated representative/s for purposes of the bidding

#### For Local Bidder:

- a. **Duly notarized Special Power of Attorney** For Sole Proprietorship if owner opts to designate a representative/s; OR
- b. **Duly notarized Secretary's Certificate** evidencing the authority of the designated representative/s, issued by the corporation, cooperative or the members of the joint venture.

#### For Foreign Bidder:

- 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
- 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, mobile phone number and email address;

OR

c. 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.

Note 1 (for both local and foreign bidders): Provided that in the case of unincorporated joint venture, each member shall submit their respective Special Power of Attorney and/or Secretary's Certificate evidencing the authority of the designated representatives for purposes of this bidding

Note 2 (for both local and foreign bidders): The Secretary's Certificate, Board Resolution or Special Power of Attorney, or its equivalent document/proof of

authority of the designated representative/s for purposes of the bidding, 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; it must be specific to the project; 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.

Note 3 (for both local and foreign bidders): In case of Joint Venture, bidder must submit an Original Special Power of Attorney wherein all members of the Joint Venture are signatories, giving full power and authority to the designated representative of the Joint Venture to sign the OSS and to do acts to represent the bidder.

II. FINANCIAL COMPONENT ENVELOPE							
<u>TAB</u>	<u>Financial Documents</u>						
A	Bid Form for the Procurement of Goods (Annex 8-A)  Duly signed and accomplished Financial Bid Form (Annex 8-B)						
В	Duly signed and accomplished Price Schedule(s) (Annex 9)						

# **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 twenty-five (25%) 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 Technical Specifications and Test and Evaluation Procedures	Annex 6-B
Warranty Undertaking	Annex 6-C
Certificate of Replacement for Defective Items	Annex 6-D
Omnibus Sworn Statement	Annex 7
Bid Form for the Procurement of Goods	Annex 8-A
Duly signed and Accomplished Financial Bid Form	Annex 8-B
Bid Prices and Applicable Price Schedules	Annex 9

Annex 1

### (COMPANY LETTERHEAD)

### PROCUREMENT OF PARACHUTE SIMULATOR SYSTEM FOR SPECIAL FORCES REGIMENT (AIRBORNE), PHILIPPINE **ARMY**

#### BID REF NO. PABAC1 077-23

Approved Budget Contract: Php65,037,500.00

Statement of All On-going Government and Private Contracts including Contracts Awarded but not yet started, if any. In case the supplier has no on-going government or private contract, indicate none on the space provided.

	1.	All On-go	oing Governmer	t Contracts				
Name Contract	of	Date of Contract	Kinds of Goods	Value of Contract	Status of Contract	Date of Delivery		Value o Outstanding Contract
TOTAL								
	Total	Value of O	utstanding Cont	ract:				
	2.		oing Private Cor					
Name Contract	of	Date of Contract	Kinds of Goods	Value of Contract	Status of Contract	Date of Delivery	Purchase Order, Notice to Proceed or Contract	Value o Outstanding Contract
TOTAL								
	Total	Value of O	utstanding Cont	ract:				
				CERTIFIED	CORRECT:			
			Name & S	ignature of Au	thorized Represe	_ entative		

Position

Date

Annex 2

(Company Letterhead)

# PROCUREMENT OF PARACHUTE SIMULATOR SYSTEM FOR SPECIAL FORCES REGIMENT (AIRBORNE), PHILIPPINE ARMY

### **BID REF NO. PABAC1 077-23**

Approved Budget Contract: Php65,037,500.00

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 twenty-five (25%) 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

CERTIFIED COR	RECT:
Name & Signature of Authori	zed Representative
Position	
 Date	<u></u>

Annex 3-A

### CERTIFICATE OF NET FINANCIAL CONTRACTING CAPACITY

(Please show figures at how you arrived at the NFCC)

Dogga	This is to certify that our <b>Net Financial Contracting Capacity (NFCC)</b> is <b>Philippine</b> (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, 2021.
	CERTIFIED CORRECT:
	Name & Signature of Authorized Representative
	Position
	 Date

Annex 3-B

# (Name of Bank) COMMITTED LINE OF CREDIT

Date:	
ARMED FORCES OF THE PHILIP OFFICE OF THE PHILIPPINE A Fort Andres Bonifacio, Metro Man	RMY BIDS AND AWARDS COMMITTEE
PROJECT COMPANY/FIRM ADDRESS BANK/FINANCING INSTITUTION ADDRESS AMOUNT	:
indicated above, commits to provide above-mentioned Contract, a credi	bove Bank/Financing Institution with business address the (Supplier/Distributor/Manufacturer), if awarded the t line in the amount specified above which shall be ormance of the above-mentioned contract subject to our
	ble on the date of the submission and opening of bids and d until the project is completed by the Contractor.
in connection with the bidding requ	sued in favor of said (Supplier/Distributor/Manufacturer) uirement of (Name of Procuring Entity) for the above-that any false statements issued by us make us liable for
	cannot be terminated or cancelled without the prior written ILIPPINE ARMY BIDS AND AWARDS COMMITTEE.
Name and Signature of Authorized F	Financing Institution Office
Official Designation	
Concurred By:	
Name & Signature of (Supplier/Distr	ributor/Manufacturer's) Authorized Representative
	N TO BEFORE ME thisday ofat nibited to me his/her competent Evidence of identity as

defined	by	the	2004	Rules at	on	Notarial	Practice	(A.M. ·	No.	02-8-13-SC	C), issued	on
								N	OTAI	RY PUBLIC	!	
Doc No Page No Book No Series o	o: o:	_										

Annex 4

### (Company Letterhead)

# PROCUREMENT OF PARACHUTE SIMULATOR SYSTEM FOR SPECIAL FORCES REGIMENT (AIRBORNE), PHILIPPINE ARMY

# BID REF NO. PABAC1 077-23

Approved Budget Contract: Php65,037,500.00

a joint		•	(name of bide ocurement of			will be e of projec	participating et)	witl 	hout
Applio		undersigned bove-mention	acknowledges ed project.	that	Joint	Venture	Agreement	is	Not
			CERTIFIED CO	ORRI	ECT:				
		Name & Sig	gnature of Autho	orized	l Repre	sentative			
			Positio	n					
			 Date		_				

Annex 5

Name of Project: Public Bidding Nr: ABC:
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:
<ul> <li>a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;</li> <li>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;</li> <li>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.</li> </ul>
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

	NOTARY PUBLIC
Doc No:	
Page No:	
Book No:	
Series of:	

Annex 6-A

# **SCHEDULE OF REQUIREMENTS**

# PROCUREMENT OF PARACHUTE SIMULATOR SYSTEM FOR SPECIAL FORCES REGIMENT (AIRBORNE), PHILIPPINE ARMY

#### BID REF NO. PABAC1 077-23

Approved Budget Contract: Php65,037,500.00

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	Delivery Period	Quantity/Lot	Delivery Place	<b>Bidders Proposal</b>				
Parachute Simulator System of Special Forces Regiment (Airborne), PA		1 Lot	Headquarters, Special Forces Regiment (Airborne), PA Fort Ramon Magsaysay, Nueva Ecija					

# Name & Signature of Authorized Representative Position Date

**CERTIFIED CORRECT:** 

Annex 6-B

#### **COMPLIANCE TO TECHNICAL SPECIFICATION**

# PROCUREMENT OF PARACHUTE SIMULATOR SYSTEM FOR SPECIAL FORCES REGIMENT (AIRBORNE), PHILIPPINE ARMY

### **BID REF NO. PABAC1 077-23**

Approved Budget Contract: Php65,037,500.00

	ate "COMPLY" If proposal meets the technical specification	
•	.EAVE ANY BLANK. A "YES OR NO" ENTRY WILL NOT B WILL RESULT IN A RATING OF "FAILED".	SE ACCEPTED
	WILL RESULT IN A RATING OF FAILED.	
Quantity/Item	Required Technical Specifications/Test Parameters	Bidder's
Description		Proposal
1 Lot Parachute Simulator System of SFR(A), PA	Technical Description PA-TWG-02-2022	

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

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

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

Name of Company
Signature of Company Representative
Name & Designation
 Date

Annex 6-C

(Bidder's Company Letterhead)

# **WARRANTY UNDERTAKING**

# PROCUREMENT OF PARACHUTE SIMULATOR SYSTEM FOR SPECIAL FORCES REGIMENT (AIRBORNE), PHILIPPINE ARMY

# BID REF NO. PABAC1 077-23

Approved Budget Contract: Php65,037,500.00

	I/We,	(Name)	,	(Title	/Capaci	ty)	,	the du	ly aut	horized	d repre	esentative	of
(Compa	any/Bidder	) .	hereby	y commits	that sho	uld w	e be	award	ed the	contra	act, we	will issue	а
Warran	nty Certifica	ate in favor	of the	Philippine	Army	(PA)	valid	for o	ne (1)	year	from o	date of fin	al
accepta	ance.												
	This Unde	ertaking sha	ıll form	part of the	Technic	cal Re	equire	ements	for th	ne afor	esaid p	orocureme	nt
project		_		-									
			Signa	ture of Co	ompany	Rep	reser	ntative	<b>.</b>	-			
				Name	& Desi	gnati	on						
					Date								

Annex 6-D

(Bidder's Company Letterhead)

# CERTIFICATE OF REPLACEMENT FOR DEFECTIVE ITEMS

# PROCUREMENT OF PARACHUTE SIMULATOR SYSTEM FOR SPECIAL FORCES REGIMENT (AIRBORNE), PHILIPPINE ARMY

BID REF NO. PABAC1 077-23
Approved Budget Contract: Php65,037,500.00

(Compa					Capacity) should we be				
					s upon receipt				
six (6)	Supplier fu months from		•	oods to	be delivered	have been	manufactu	ured <b>not mo</b> i	re than
project.		ication shal	l form part o	of the T	echnical Req	uirements f	or the afo	resaid procu	rement
	Issued this	sda	y of	2023	in	, Philippine	5		
Name o	of Company	(Bidder)			Full Name of	Authorized	Represen	tative	
Addres	S				Signature of A	Authorized	Represent	tative	
Tel. No	./Fax				E-mail Addre	SS			

Annex 7

### **Omnibus Sworn Statement (Revised)**

[shall be submitted with the Bid]

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 responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
  - a. Carefully examining all of the Bidding Documents;
  - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
  - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d. Inquiring or securing 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.		

### Bidder's Representative/Authorized Signatory [Insert signatory's legal capacity] Affiant

# [Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

,						_		day of _ nt Evidence of		
defined			Rules	on	Practice	(A.M.		02-8-13-SC),	-	
						N	OTAI	RY PUBLIC		
Doc No Page No Book No Series o	o: o:	 								

Annex 8-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 acknowledged, we, the undersigned, offer to [supply/deliver/perform] [description of theGoods] 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 otherbid modifications in accordance with the Price Schedules attached herewith and made part ofthis 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 levies 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 schedule specified in the Scheduleof 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 bindingupon 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 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] asevidenced by the attached [state the written authority].

We ack	nowledge that failure to sign each and e	very page of this Bid Form, inc	luding				
theattached Schedule of Prices, shall be a ground for the rejection of our bid.							
Name:	Legal capacity:	Signature:					
Duly authorize	ed to sign the Bid for and behalf of:	Date:					

Annex 8-B

(Bidder's Company Letterhead)

# PROCUREMENT OF PARACHUTE SIMULATOR SYSTEM FOR SPECIAL FORCES REGIMENT (AIRBORNE), PHILIPPINE ARMY

### **BID REF NO. PABAC1 077-23**

Approved Budget Contract: Php65,037,500.00

# **FINANCIAL BID FORM**

Description	Qty/Lot	ABC Price	Bidder's Proposal
Parachute Simulator System for SFR(A), PA	1,000 ea	Php65,037,500.00	·
TOTAL BID PRICE			
Total Bid Price (Amount in	Words):		
	E	BIDDER'S UNDERTAKING	
/We, the undersigned bidde OFFER to (supply/deliver/per	•	d the Bidding Documents including Eescribed items.	id Bulletins, as applicable, hereby
•		er the items in accordance with the ter juired performance security within ten	
Until a formal contract/order of	confirmation is prep	pared and signed, this Bid is binding or	ı us.
	Nε	nme of Company (in print)	_
	Signatu	are of Company Representative	_
	Nar	me & Designation (in print)	
		Date	

Annex 9 FORM NO. 1

### (Bidder's Company Letterhead)

# PROCUREMENT OF PARACHUTE SIMULATOR SYSTEM FOR SPECIAL FORCES REGIMENT (AIRBORNE), PHILIPPINE ARMY

#### BID REF NO. PABAC1 077-23

Approved Budget Contract: Php65,037,500.00

#### For Goods Offered from Abroad

Name of Bidder					Invitation to Bid <sup>1</sup> NumberPage 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)	
1	Note: If the	 e partic	ular c	column is not ap	l plicable ind	icate <b>dash</b> (	 (-) or zero (	( <b>0)</b> , as	
8	applicable.								
-		[signa	ature]	<del></del> -		[in the capa	city of]	_	
	Ouly author	rized to	sign E	Bid for and					

<sup>&</sup>lt;sup>1</sup> If ADB, JICA and WB funded projects, use IFB.

Annex 9 FORM NO. 2

### (Bidder's Company Letterhead)

# PROCUREMENT OF PARACHUTE SIMULATOR SYSTEM FOR SPECIAL FORCES REGIMENT (AIRBORNE), PHILIPPINE ARMY

# BID REF NO. PABAC1 077-23

## Approved Budget Contract: Php65,037,500.00

For Goods Offered from Within the Philippines

Name of Bidder	.Invitation to Bid <sup>2</sup> Number .Page of				

1	2	3	4	5	6	7	8	9	10
Item	Descriptio n	Country of origin	Quantity	Unit price Exwper item	Transportati on 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 ap applicable.	plicable indicate <b>dash</b> ( <b>–) or zero (0)</b> , as
[signature]	[in the capacity of]
Duly authorized to sign Bid for and on bel	nalf of

Page 60

<sup>&</sup>lt;sup>2</sup> If ADB, JICA and WB funded projects, use IFB.

