



HEADQUARTERS
ARMED FORCES OF THE PHILIPPINES BIDS AND AWARDS COMMITTEE
OFFICE OF THE PHILIPPINE ARMY BIDS AND AWARDS COMMITTEE 2
Fort Andres Bonifacio, Taguig City

BIDDING DOCUMENTS

for the

**Procurement of Spare Parts for Truck,
Troop Carrier, Light**

ORD PABAC2-036-23

ABC: Php19,979,600.00

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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 – Bangko Sentralng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB –Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

HEADQUARTERS
OFFICE OF THE PHILIPPINE ARMY BIDS AND AWARDS COMMITTEE 2
Fort Andres Bonifacio, Taguig City

INVITATION TO BID FOR THE PROCUREMENT OF SPARE PARTS FOR TRUCK, TROOP CARRIER, LIGHT

1. The Philippine Army, through the Philippine Army Appropriation CY 2023 with ASA Nr: 2200-2023-0590 dated 18 July 2023 valid until 31 December 2024 intends to apply the sum of Nineteen Million Nine Hundred Seventy-Nine Thousand Six Hundred Pesos (Php19,979,600.00) being the ABC to payments under the contract for the Procurement of 1 Lot of Spare Parts for Truck (Troop Carrier, Light) under ORD PABAC2-036-23. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The Philippine Army now invites bids for the above Procurement Project. Delivery of the Goods is required **Two Hundred Seventy (270) calendar days** from the receipt of Notice to Proceed (NTP) by the supplier, which date shall not be later than seven (7) days from the issuance of NTP. Bidders should have completed, within five (5) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is open to **eligible Distributor or Trader or Manufacturer** as prescribed under RA No. 9290 and its IRR and further 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 **September 11, 2023** 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 (Php25,000.00). 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 PABAC2 will hold a Pre-Bid Conference on the time and date as specified below at the Office of the PABAC2, Fort Andres Bonifacio, Taguig, Metro Manila and/or through video conferencing or webcasting via Zoom, which shall be open to prospective bidders. 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 September 8, 2023	Office of the PABAC2, NCO Clubhouse, Fort Andres Bonifacio, Taguig City
2. Pre-Bid Conference	September 15, 2023 at 9:30 AM	
3. Submission of Bids	On or before September 28, 2023 at 1:30 PM	
4. Opening of Bids and Evaluation	September 28, 2023 at 1:30 PM	

10. The Philippine Army reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 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 2

Fort Andres Bonifacio, Taguig City

BGEN ALVIN V FLORES PA

PABAC2 Chairperson

Contact Nr. +63939-318-5696


Telephone Nr. 845-9555 local 4084

Email address: pabacsec2@gmail.com

12. You may visit the following websites for downloading of Bidding Documents:

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

Date of issue: _____


ALVIN V FLORES
 Brigadier General, PA
 Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, Philippine Army wishes to receive Bids for the Procurement of 1 Lot of Spare Parts for Truck, Troop Carrier, Light **under ORD PABAC2-036-23**.

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 2023 in the amount of Nineteen Million Nine Hundred Seventy-Nine Thousand Six Hundred Pesos (**Php19,979,600.00**).

2.2. The source of funding is Republic Act No 11936 of GAA FY2023.

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 at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to at least twenty-five percent (25%) of the ABC (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: **No portion of the contract or project shall be sub-contracted.**

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 in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the

IB, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

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

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

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

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

13. Bid and Payment Currencies

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

13.2. Payment of the contract price shall be made in: **Philippine Pesos**.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid within one hundred twenty (120) calendar days from the date of 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 on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case 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 lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

- 19.4. The Project shall be awarded as 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

ITB Clause	
3	Non-compliance and/or non-conformance with the prescribed forms as provided in the Annexes of this Bidding Documents will be a ground for disqualification.
5.2	Foreign Bidders must be duly represented by an authorized local representative (any corporate body or commercial company duly organized and registered under the laws of the Philippines or a citizen of the Philippines).
5.3	For this purpose, contracts similar to the Project shall be Supply and/or Delivery of Spare Parts for Vehicles 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	<p>For foreign bidders, the equivalent document/s issued by the appropriate authority in the country of origin of the bidder concerned must be presented. If said document has no appropriate equivalent, a Certificate of Inexistence of Appropriate Foreign Equivalent may be submitted.</p> <p>The local representative of Foreign Bidders shall also submit PhilGEPS Certificate of Registration (Platinum Membership), or a Valid and Current Proof of Authority issued by the foreign bidder (in case the authorized local representative is an individual).</p> <p>In case of a Joint Venture, each JV partner shall submit the required Legal Documents.</p>
12	For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR.
12.1	The price of the Goods shall be quoted DAP at GS Warehouse, 1LSG, Army Support Command, PA, Camp General Servillano Aquino, San Miguel, Tarlac City or in the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:

	<p>a. The amount of not less than Php339,592.00 [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</p> <p>b. The amount of not less than Php998,980.00 [five percent (5%) of the ABC], if bid security is in Surety Bond.</p> <p>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, PA.</p>																		
15	<p>Each Bidder shall submit one (1) original and two (2) photocopies of the first and second components of its bid with proper tabbing.</p> <p>Note:</p> <ul style="list-style-type: none">The Bid shall be signed on every page and/or initialed by the duly authorized representative/s of the bidder to include all photocopies. Any document that was not signed and/or initialed by the authorized representative/s of the bidder shall be a ground for disqualification.																		
19.3	<p>The Project shall be awarded as one contract.</p> <table><tr><th>Description</th><th>Qty</th><th>ABC</th><th>End User</th></tr><tr><td>Spare Parts of Truck, Troop Carrier, Light</td><td>1 Lot</td><td>19,979,600.00</td><td>PAMUs</td></tr></table>	Description	Qty	ABC	End User	Spare Parts of Truck, Troop Carrier, Light	1 Lot	19,979,600.00	PAMUs										
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20.2	<p>Post-Qualification Requirements:</p> <table><tr><th>TAB</th><th>Additional Post Qualification Requirements</th><th>Legal Basis</th></tr><tr><td>A</td><td>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</td><td>2016 Revised IRR of RA No 9184</td></tr><tr><td>B</td><td>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</td><td>2016 Revised IRR of RA No 9184</td></tr><tr><td>C</td><td>Tax Clearance Certificate per Executive Order 398, Series of 2005</td><td>2016 Revised IRR of RA No 9184</td></tr><tr><td>D</td><td>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.</td><td>2016 Revised IRR of RA No 9184</td></tr><tr><td>E</td><td>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 system generated Transaction Reference Number and</td><td>2016 Revised IRR of RA No 9184</td></tr></table>	TAB	Additional Post Qualification Requirements	Legal Basis	A	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	2016 Revised IRR of RA No 9184	B	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	2016 Revised IRR of RA No 9184	C	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	E	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 system generated Transaction Reference Number and	2016 Revised IRR of RA No 9184
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		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.	
F		Certificate from AFPPS that the bidder is not Blacklisted and has no overdue delivery if not submitted during bid opening	2016 Revised IRR of RA No 9184
G		Certificate of Notarial Commission of the lawyer who notarized the documents submitted by the bidder or certificate from the office of the executive judge/ office of the clerk of court certifying that the notary public is appointed or commissioned for a specific period.	2016 Revised IRR of RA No 9184
H		Supporting documents for the On-going Government / Private Contract/s 1. Notice of Award or Notice to Proceed, Contract, Purchase Order or its equivalent issued by the end-user 2. Notice of Extension/Suspension if the project is overdue.	
I		Supporting documents for Single Largest Completed Contract (SLCC). 1. Notice of Award or Notice to Proceed, Contract, Purchase Order or its equivalent issued by the end-user; 2. Certificate of Completion and/or Technical Inspection and Acceptance Committee (TIAC) Report, Sales Invoices with Official Receipts, End-User's Acceptance or its equivalent provided that the same expressly states that the goods were received in good condition; or 3. Certificate of Performance Evaluation	2016 Revised IRR of RA No 9184
J		Company Profile (Organization, Affiliated Companies, Production Capability)	
K		Vicinity map /location of the business	

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

SCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>For Goods supplied from abroad:</i> “The delivery terms applicable to the Contract is DAP delivered at GS Warehouse, 1LSG, Army Support Command, PA, Camp General Servillano Aquino, San Miguel, Tarlac City in accordance with INCOTERMS.”</p> <p><i>For Goods supplied from within the Philippines:</i> “The delivery terms applicable to this Contract is delivered at GS Warehouse, 1LSG, Army Support Command, PA, Camp General Servillano Aquino, San Miguel, Tarlac City. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is: PA TIAC, APAO, OG10.</p> <p>Incidental Services –(if applicable)</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> 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

	<p>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.</p> <p>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.</p>
	<p>Packaging –(if applicable)</p> <p>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.</p> <p>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.</p>
	<p>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.</p> <p>Transportation –</p> <p>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.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>

	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment, the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers, risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall 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.</p>
2.2	<p>Payment shall be made by Check for local Supplier, or through irrevocable Letter of Credit (LC) in case of foreign supplier/manufacturer.</p> <p>In case payment shall be made by LC, the Procuring Entity shall open the irrevocable LC in favor of the Supplier in accordance with the terms provided below in an Authorized Government Depository Bank after the approval of the Contract by the HOPE and cash transfer from the PA to the Authorized Government Depository Bank, to wit:</p> <ol style="list-style-type: none"> Mode of Transmission: Full cable telex/S.W.I.F.T; 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; Payee Bank: The LC draft (if any) shall be drawn on the confirming bank; Beneficiary: [Insert name and address of Supplier with Point of Contact]; 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

	<p>warranty period provided in SCC Clause 5.1 in the Bidding Documents;</p> <p>f. Expiration Date: Three Hundred (300) calendar days from issue date of the L/C</p> <p>g. The terms of payment shall be as follows: “One Time Payment” be made to the supplier at the time of final acceptance of the goods by the Procuring Entity in accordance with Section VI. Schedule of Requirements, and the submission or presentation of the following documents:</p> <ol style="list-style-type: none"> Supplier’s invoice showing Goods’ description, quantity, unit price, and total amount; Negotiable, clean shipped on-board Bill of Lading marked “Freight Pre-Paid” and/or “Non-Negotiable Bill of Lading” or “Airway Bill”; Original Supplier’s factory inspection report or certificate of pre-delivery test and inspection report by PA TIAC (as applicable); Manufacturer’s and/or Supplier’s warranty certificate; Certificate of Origin (for imported GOODS); Delivery Receipt detailing number and description of items received signed by the Procuring Entity’s representative at the Delivery Site; Certificate of Acceptance by the PA Technical Inspection and Acceptance Committee (PA TIAC).
3	<p>If the Performance Security is in the form of a Surety Bond, it must be in the name of the Philippine Army/AFP, and its validity must be until the issuance by the Procuring Entity of the Certificate of Final Acceptance. The Surety Bond must be duly notarized and signed by the Supplier's authorized representative indicating therein his/her full name.</p>
4	<p>The inspections and tests that will be conducted are:</p> <ol style="list-style-type: none"> Post-Qualification involving documents validation, and plant/office visit and/or inspection of sample goods shall be conducted by the Procuring Entity or its designated representatives (PQ Team) in order to determine the compliance to the requirements of the end-user as required in the bidding documents. Expenses incurred related hereto particularly travel and board and lodging expenses shall be borne by the Procuring Entity. <p>Considering the travel restrictions brought by COVID-19 outbreak, the alternative PQI may be conducted through “table post qualification” and/or by VTC or other electronic means; and the adoption of previous PQ Reports with independent referencing within the six (6) months validity period.</p> <p>Conduct of Post Qualification abroad is subject to the issued guidelines regarding Foreign Travel of Public Official/Officers during State</p>

	<p>of Calamity or Implementation of Community Quarantine or Similar Restrictions. Considering restrictions for foreign travel during the quarantine period, the Procuring Entity or PQ Team may conduct “table post qualification” within the office, or utilize the Office of the Philippine Defense and Armed Forces Attaché (OPhilDAFA) of the country where the foreign bidder/proponent is based to conduct post qualification.</p> <p>All cost related to the testing, including the samples for random testing, shall be for the account of the bidder/supplier.</p> <p>b. Final Inspection and Acceptance at the Delivery Site.</p> <p>i. Completeness and appropriateness of the delivered goods shall be conducted by the Procuring Entity’s representative (PATIAC) at the delivery site. Expenses incurred related hereto particularly travel and board and lodging expenses shall be borne by the Procuring Entity.</p> <ol style="list-style-type: none"> 1) Certificate of Final Acceptance by the TIAC 2) Delivered Items and Inspection Report by Pre-Audit Branch, OG10, PA 3) Inspection and Acceptance Report by GS, PAO, PA <p>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 defective item is within thirty (30) calendar days from receipt thereof.</p> <p>Once the allowable period of replacement exceeds, the contract shall be terminated. Supplier shall be subjected to blacklisting due to termination for default.</p>
5.1	<p>The warranty shall be covered by, either retention money in an amount equivalent to five percent (5%) of every progress payment, or a special bank guarantee equivalent to five percent (5%) of the Contract Price in favor of the Armed Forces of the Philippines. The Obligation for the warranty shall only be released after the lapse of the warranty period.</p> <p>The warranty period shall be one (1) year after acceptance by the Procuring Entity of the delivered Goods.</p>
5.2	<p>The period for correction of defective items in the warranty period is within thirty (30) calendar days upon receipt of notice from the Procuring Entity of any claim arising from the warranty obligation of the supplier.</p> <p>The Procuring Entity through the TIAC may invoke for warranty claims for the Goods or any part thereof that fail to conform to the specifications within the warranty period. The Supplier shall either rectify or replace such defective</p>

	Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall inspect the rectified/replaced goods, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Clause 5.2.
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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.

Description	Quantity	Delivery Period	Delivery Place
Spare Parts of Truck, Troop Carrier, Light	1 LOT	Two Hundred Seventy (270) Calendar Days upon Receipt of NTP	GS Warehouse, 1LSG, Army Support Command, PA, Camp General Servillano Aquino, San Miguel, Tarlac City

Name of Company

Representative Signature Over Printed Name

Date

HEADQUARTERS
ARMY SUPPORT COMMAND, PHILIPPINE ARMY
Camp General Servillano A Aquino, San Miguel, Tarlac City

UNIT PROCUREMENT REQUEST (AMENDED)				UPR NR: <u>ORD (MOB) 003-10-22 (2023)</u>			
TO: PHILIPPINE ARMY PROCUREMENT CENTER, AFPPS Fort Andres Bonifacio, Metro Manila APP CY <u>203</u> PPMP Code Nr: <u>5-02-13-060-01</u> MODE OF PROCUREMENT: <u>Public Bidding</u> END-USER: <u>PAMUs</u> PURPOSE: <u>Procurement of Spare Parts for Military Vehicles</u> PLACE OF DELIVERY: <u>1LSG, ASCOM, PA</u>				Date Prepared: 14 August 2023 CHARGEABILITY: <u>ASA Nr 0590 dtd 18 July 2023</u> FUND SOURCE: <u>RA 11936</u> EXPENSE CLASS: <u>MOOE</u> PROGRAM PROJECT: <u>310100100003000</u> MISSION AREA: <u>IDM</u> PAPs: <u>MP05</u> ACCOUNT CODE: <u>5-02-13-060-01</u> AMOUNT PER ACCT CODE: <u>PhP19,979,600.00</u> FUND VALIDITY: <u>31 December 2024</u>			
Program Director	L/I NR	DESCRIPTION	PARTS NR	QTY	UNIT	UNIT COST (PhP)	TOTAL COST (PhP)
OG4, PA		1 Lot Spare Parts for Truck Troop Carrier, Light					
	1	Cable Assy	Q65051409	25	ea	2,808.00	70,200.00
	2	Catch Assy	60224080	25	ea	260.00	6,500.00
	3	Cover Ass, Change Lever	Q65051089	20	ea	4,264.00	85,280.00
	4	Damper Assy Steering	60411062	20	ea	1,200.00	24,000.00
	5	Differential and Cover Assy	Q65051811	20	ea	43,056.00	861,120.00
	6	End Assy, Tie-Rod (LH)	Q65052036-1	20	ea	1,820.00	36,400.00
	7	End Assy, Tie-Rod (RH)	Q65052036-2	20	ea	1,820.00	36,400.00
	8	Flywheel Assy	Q65049651	20	ea	4,264.00	85,280.00
	9	Fuel Gauge Unit Assy	Q65050843-1	20	ea	1,352.00	27,040.00
	10	Gauge Assy Voltage	Q65056730	20	ea	1,404.00	28,080.00
	11	Gear & Pitman Arm Assy (Steering Box)	Q65052010	20	ea	25,896.00	517,920.00
	12	Glow Control Unit	Q65056420	20	ea	6,552.00	131,040.00
	13	Lamp Assy, Head	Q65056910	20	ea	2,184.00	43,680.00
	14	Lever Assy	Q65051087	20	ea	28,912.00	578,240.00
	15	Master Cylinder Assy Brake	Q65051304 (Q65052614)	20	ea	7,100.00	142,000.00
	16	Master Cylinder Assy, Clutch	Q65051302	48	ea	1,456.00	69,888.00
	17	Master Vac. Assy	Q65052612	20	ea	6,500.00	130,000.00
	18	Non Slip Differential	Q65051815	20	ea	29,432.00	588,640.00
19	Nozzle Assy, Injection	Q65050191	20	ea	4,888.00	97,760.00	



HONOR. PATRIOTISM. DUTY.



A I A

Conforme:

Bidder's Company Name

Signature of Authorized Representative

Name and Designation

Date

20	Pump Assy, Steering	Q65052260	50	ea	2,912.00	145,600.00
21	Radiator Assy	Q65050612	20	ea	16,224.00	324,480.00
22	Rear Axle Assy	60409056 (AW22105000)	10	ea	314,918.40	3,149,184.00
23	Regulatory Assy, Lh	Q65054830-1	60	ea	988.00	59,280.00
24	Regulatory Assy, Rh	Q65054830-2	60	ea	988.00	59,280.00
25	Ring Assy 2 ND and 3 rd	Q65051036	60	ea	2,808.00	168,480.00
26	Rope (\$=5,700; 3/4 50mm)	60428820	100	ea	206.40	20,640.00
27	Rope (\$=7,000mm)	Q65057522-1	100	ea	197.00	19,700.00
28	Rope (\$=8,000mm)	Q65057522-2	100	ea	260.00	26,000.00
29	Sensor Assy, Oil Pressure	Q65050296	50	ea	1,508.00	75,400.00
30	Shackle Assy	Q65052305	50	ea	2,600.00	130,000.00
31	Shock Absorber	60413031	40	ea	1,300.00	52,000.00
32	Shoe Assy	60421205	50	ea	2,184.00	109,200.00
33	Spring Assy Rear	Q65052401	40	ea	11,856.00	474,240.00
34	Starter Assy	Q65050211	40	ea	18,600.00	744,000.00
35	Switch Combination	Q65056661	40	ea	1,092.00	43,680.00
36	Transfer Case Assy	Q65051360	18	ea	362,596.00	6,526,728.00
37	Universal Joint Assy Front	60408003	40	ea	1,716.00	68,640.00
38	Universal Joint Shaft Assy, RH (FRT)	Q65051720-1	20	ea	49,200.00	984,000.00
39	Vac. Master	Q65052613	40	ea	6,240.00	249,600.00
40	V-Belt Assy w/o Wincht	Q65050071-1	100	ea	468.00	46,800.00
41	Waterproof Cloth Assy	Q65057510	100	ea	29,432.00	2,943,200.00
						19,979,600.00

[illegible]

Note: This amends previous UPR Nr ORD (MOB) 003-10-22 (2023) dtd 05 October 2022 due to realignment of 1 Lot M35 Truck Spare Parts to 1 Lot Spare Parts for Truck Troop Carrier, Light

References:

- a. STL from OG4, PA dated 11 August 2023, Subject: Procurement of Spare Parts for Truck, Troop Carrier, Light
- b. ASA Nr 0590 dtd 11 July 2023 (MOOE)
- c. OG4, PA Annual Procurement Plan (AAPP) CY 2023 dtd 31 Jan 2023
- d. OG4, PA Project Procurement Management Plan (PPMP) CY 2023 dtd 09 July 2023
- e. Resolution NR PABAC2 APP 013-2023 dtd 27 Jan 2023
- f. Parts Number

STOCK REQUESTED ARE CERTIFIED
TO BE WITHIN APPROVED APP/PPMP:

FUNDS CERTIFIED AVAILABLE:

APPROVED:

COL EUGENE F LAGUE GSC (OS) PA
G3, ASCOM, PA

MAJ MAY B ALVEZ (OS) PA
G10, ASCOM. PA

MGEN ROGELIO D ULANDAY PA
Commander, ASCOM, PA

HONOR. PATRIOTISM. DUTY.

Conforme:

Bidder's Company Name

Signature of Authorized Representative

Name and Designation

Date _____

Section VII. Technical Specifications

STATEMENT OF COMPLIANCE TO TECHNICAL SPECIFICATIONS

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

CLARIFICATION AND SETTLEMENT OF CONFLICTING INTERPRETATION OF THE TECHNICAL SPECIFICATIONS

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

<u>Conforme:</u>

Bidder's Company Name

Signature of Authorized Representative

Name and Designation

Date

HEADQUARTERS
PHILIPPINE ARMY
OFFICE OF THE ASSISTANT CHIEF OF STAFF FOR LOGISTICS, G4
Fort Andres Bonifacio, Makati City

PROGRAM OF EXPENDITURE
Procurement of Spare Parts for Truck, Troop Carrier, Light
(CY 2023)

Truck, Troop Carrier, Light Spares (1,624 Units)

L/I	Nomenclature	Parts Nr	Qty	Unit Cost	Total Cost
1	Cable Assy	Q65051409	25	2,808.00	70,200.00 ✓
2	Catch Assy	60224080	25	260.00	6,500.00 ✓
3	Cover Ass, Change Lever	Q65051089	20	4,264.00	85,280.00 ✓
4	Damper Assy Steering	60411062	20	1,200.00	24,000.00 ✓
5	Differential and Cover Assy	Q65051811	20	43,056.00	861,120.00 ✓
6	End Assy, Tie-Rod (LH)	Q65052036-1	20	1,820.00	36,400.00 ✓
7	End Assy, Tie-Rod (RH)	Q65052036-2	20	1,820.00	36,400.00 ✓
8	Flywheel Assy	Q65049651	20	4,264.00	85,280.00 ✓
9	Fuel Gauge Unit Assy	Q65050843-1	20	1,352.00	27,040.00 ✓
10	Gauge Assy Voltage	Q65056730	20	1,404.00	28,080.00 ✓
11	Gear & Pitman Arm Ass'y (Steering Box)	Q65052010	20	25,896.00	517,920.00 ✓
12	Glow Control Unit	Q65056420	20	6,552.00	131,040.00 ✓
13	Lamp Ass'y, Head	Q65056910	20	2,184.00	43,680.00 ✓
14	Lever Assy	Q65051087	20	28,912.00	578,240.00 ✓
15	Master Cylinder Assy Brake	Q65051304(Q65052614)	20	7,100.00	142,000.00 ✓
16	Master Cylinder Assy, Clutch	Q65051302	48	1,456.00	69,888.00 ✓
17	Master Vac. Ass'y	Q65052612	20	6,500.00	130,000.00 ✓
18	Non Slip Differential	Q65051815	20	29,432.00	588,640.00 ✓
19	Nozzle Assy, Injection	Q65050191	20	4,888.00	97,760.00 ✓
20	Pump Ass'y, Steering	Q65052260	50	2,912.00	145,600.00 ✓
21	Radiator Assy	Q65050612	20	16,224.00	324,480.00 ✓
22	Rear Axle Assy	60409056 (AW22105000)	10	314,918.40	3,149,184.00 ✓
23	Regulator Assy, Lh	Q65054830-1	60	988.00	59,280.00 ✓
24	Regulator Assy, Rh	Q65054830-2	60	988.00	59,280.00 ✓
25	Ring Assy 2 ND and 3 RD	Q65051036	60	2,808.00	168,480.00 ✓
26	Rope (5/8=5,700; 3/4=50mm)	60428820	100	206.40	20,640.00 ✓
27	Rope (5/8=7,000mm)	Q65057522-1	100	197.00	19,700.00 ✓
28	Rope (5/8=8,000mm)	Q65057522-2	100	260.00	26,000.00 ✓
29	Sensor Assy, Oil Pressure	Q65050296	50	1,508.00	75,400.00 ✓
30	Shackle Assy	Q65052305	50	2,600.00	130,000.00 ✓
31	Shock Absorber	60413031	40	1,300.00	52,000.00 ✓
32	Shoe Assy	60421205	50	2,184.00	109,200.00 ✓
33	Spring Assy Rear	Q65052401	40	11,856.00	474,240.00 ✓

Conforme:

Bidder's Company Name


Signature of Authorized Representative

Name and Designation

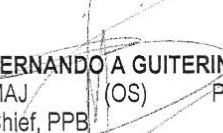
Date

34	Starter Assy	Q65050211	40	18,600.00	744,000.00
35	Switch Combination	Q65056661	40	1,092.00	43,680.00
36	Transfer Case Assy	Q65051360	18	362,596.00	6,526,728.00
37	Universal Joint Assy Front	60408003	40	1,716.00	68,640.00
38	Universal Joint Shaft Assy, RH (FRT)	Q65051720-1	20	49,200.00	984,000.00
39	Vac. Master	Q65052613	40	6,240.00	249,600.00
40	V-Belt Ass'y w/o Wincht	Q65050071-1	100	468.00	46,800.00
41	Waterproof Cloth Assy	Q65057510	100	29,432.00	2,943,200.00
TOTAL					19,979,600.00

PREPARED BY:


DOMINIQUE B. OLAIVAR
 MAJ (OS) PA
 Chief, LMB

CERTIFIED BY:


FERNANDO A. GUITERING
 MAJ (OS) PA
 Chief, PPB

APPROVED BY:


PRUDENCIO A. IDDOBA
 Colonel GSC (OS) PA
 AC of S for Logistics, G4

Conforme:

 Bidder's Company Name

 Signature of Authorized Representative

 Name and Designation

 Date

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE	
<i>Class "A" Documents</i>	
<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 15 July 2023) and GPPB Resolution 15 - 2021 dated 14 October 2021.
<i>Technical Documents</i>	
B	<p>Duly signed Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid. (Annex 1)</p> <p>*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.</p>
C	<p>Statement of the bidder's Single Largest Completed Contract (SLCC) of similar nature within the last five (5) years from the date of the Receipt and Opening of Bid Envelope. (Annex 2)</p> <p>Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to at least twenty-five percent (25%) of the ABC (Expendable Supplies).</p> <p>* For this project, "similar contract or project" shall pertain to the Supply and/or Delivery of Spare Parts for Vehicles.</p>
D	Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; <u>or</u> Original copy of Notarized Bid Securing Declaration; (Annex 3)
E	<p><u>TECHNICAL REQUIREMENTS</u></p> <ol style="list-style-type: none"> 1. Duly Complied Section VI. Schedule of Requirements; 2. Duly Complied Section VII. Technical Specifications; 3. Manufacturer's or Distributor's Certification of Conformance from its Technical Department or Production Department or Quality Assurance Department or its equivalent, that the goods that will be delivered in accordance with the Philippine Army (PA) TS; (Annex 4)

	<p>4. Warranty Certificate; (Annex5)</p> <p>5. Copy of Letter Request to Headquarters Armed Forces of the Philippines Procurement Service (HAFPPS) for the issuance of Certificate that the Bidder is not Blacklisted.</p> <p>*Note:</p> <p>1. The copy of submitted Letter Request must have “RECEIVED” stamp by HAFPPS.</p> <p>3. Authorized local representative must submit the abovementioned document.</p> <p>4. In case of Joint Venture, each JV partner shall submit said Certificate or Letter Request.</p> <p>5. Overdue delivery shall mean undelivered or incomplete delivery of items after the due date of delivery or approved request for extension of delivery period.</p> <p>In the event of closure of business, termination of distributorship for the equipment, part and supplies, the distributor shall notify the Philippine Army accordingly for the new service centers with telephone numbers and address who can provide the needed parts, supplies and service.</p>
F	<p>Original duly signed Omnibus Sworn Statement (OSS); (Annex 6)</p>
G	<p>Proof of Authority of the designated representative/s for purposes of the bidding</p> <p><u>For Local Bidder:</u></p> <p>a. Duly notarized Special Power of Attorney – For Sole Proprietorship if owner opts to designate a representative/s; OR</p> <p>b. Duly notarized Secretary’s Certificate evidencing the authority of the designated representative/s, issued by the corporation, cooperative or the members of the joint venture.</p> <p><u>For Foreign Bidder:</u></p> <p>a. Valid and Current Written Appointment of the Philippine based company (as local representative of foreign manufacturer) issued by the foreign bidder. The written appointment must include detailed scope of responsibility of the local representative. A Certified True Copy of the Written Appointment may be submitted subject to the presentation of the original document during post qualification; AND</p> <p>b. Duly Notarized authorization of the duly registered Philippine-based company representative(e.g. Secretary’s Certificate for Corporation, Special Power of Attorney for Sole Proprietor) with specimen signature of the authorized representative to transact with PA/AFP including address, telephone number, mobile phone number, and email address;</p> <p>OR</p> <p>c. <i>In case the authorized local representative is an individual (citizen of the Philippines), a Valid and Current Written Appointment of the said individual as the local representative issued by the foreign bidder must be submitted. The written appointment must include detailed scope of responsibility of the local representative with specimen signature of the authorized representative</i></p>

	<p>to transact with PA/AFP, including address, telephone number, mobile phone number, and email address. A Certified True Copy of the Written Appointment may be submitted subject to the presentation of the original document during post qualification.</p> <p><i>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</i></p> <p><i>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.</i></p> <p><i>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.</i></p>
	<u><i>Financial Documents</i></u>
H	<p>The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) (Annex 7-A); or</p> <p>A Committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation (Annex 7-B).</p> <p>* Should the bidder opt to submit NFCC, computation must be at least equal to the ABC to be bid, calculated as follows. NFCC = [(Current assets minus current liabilities) (15)] minus the value of all ongoing contracts, including awarded contracts yet to be started.</p> <p>* 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.</p> <p>* 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.</p> <p>* If the prospective bidder opts to submit a Committed Line of Credit, it must be at least equal to ten percent (10%) of the ABC of the project issued by local universal or commercial bank. The amount of Committed Line of Credit must be Machine Validated.</p>

<i>Class "B" Documents</i>	
I	<p>Duly signed Joint Venture Agreement (JVA) in case the joint venture is already in existence; or</p> <p>In the absence of a JVA, duly Notarized Statement/s from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful. Failure to enter into a joint venture in the event of a contract award shall be ground for the forfeiture of the bid security; or (Annex 8-A)</p> <p>In case JVA is not applicable, the bidder must submit a duly signed Statement stating that JVA is not applicable in lieu of the foregoing (Annex 8-B).</p> <p>*Note:</p> <ul style="list-style-type: none"> The JVA should be specific to the project including the purpose and all supporting documents related thereto.
	<i>Other documentary requirements under RA No. 9184 (as applicable)</i>
	<i>[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]</i> Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
	Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

II. FINANCIAL COMPONENT ENVELOPE

<u>TAB</u>	<i>Financial Documents</i>
A	Bid Form for the Procurement of Goods (Annex 9-A)
	Duly signed and accomplished Financial Bid Form (Annex 9-B)
B	Duly signed and accomplished Price Schedule(s) (Annex 10)

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
Bid Securing Declaration	Annex 3
Manufacturer's certification on conformance to the projects technical specifications / part numbers.	Annex 4
Warranty Undertaking	Annex 5
Omnibus Sworn Statement	Annex 6
Certificate of Net Financial Contracting Capacity (NFCC)	Annex7-A
Sample Form for Committed Line of Credit	Annex 7-B
Protocol/Undertaking Of Agreement To Enter Into Joint Venture	Annex 8-A
Statement that JVA is not applicable	Annex 8-B
Bid Form for the Procurement of Goods	Annex 9-A
Duly signed and Accomplished Financial Bid Form	Annex 9-B
Bid Prices and applicable Price Schedules	Annex 10

Notes on the Bidding Forms

The Bidder shall complete and submit with its Bid the **Bid Form** and **Price Schedules** in accordance with **ITB** Clause 15 with the requirements of the Bidding Documents and the format set out in this Section.

When requested in the BDS, the Bidder should provide the **Bid Security**, either in the form included hereafter or in another form acceptable to the Entity, pursuant to **ITB** Clause 18.1.

The **Contract Agreement Form**, when it is finalized at the time of contract award, should incorporate any corrections or modifications to the accepted Bid resulting from price corrections. The Price Schedule and Schedule of Requirements deemed to form part of the contract should be modified accordingly.

The **Performance Security Form** and **Bank Guarantee Form for Advance Payment** should not be completed by the Bidders at the time of their Bid preparation. Only the successful Bidder will be required to provide performance security and bank guarantee for advance payment in accordance with one of the forms indicated herein or in another form acceptable to the Procuring Entity and pursuant to **GCC** Clause 13 and its corresponding SCC provision.

The sworn affidavit must be completed by all Bidders in accordance with **ITB** Clause 4.2. Failure to do so and submit it with the bid shall result in the rejection of the bid and the Bidder's disqualification.

Annex 1

(COMPANY LETTERHEAD)

Procurement of Spare Parts for Truck, Troop Carrier, Light
Bid Ref. No. ORD PABAC2-036-23
Approved Budget Contract: Php19,979,600.00

Statement of **All On-going Government and Private Contracts** including Contracts
 Awarded but not yet started, if any.

Name of Client	Name of the Contract	Date and Status of the Contract	Kinds Of Goods	Amount Of Contract	Value of Outstanding Contracts	Date of Delivery	PO, NOA (please attach)
TOTAL							

Instructions:

1. Statement of all on going contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project being bidded).
2. If there is no ongoing contract including those awarded but not yet started as of the aforementioned period, state **"NONE"** or equivalent term.
3. The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC).

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position

Date

Annex 2

(Company Letterhead)

Procurement of Spare Parts for Truck, Troop Carrier, Light
Bid Ref. No. ORD PABAC2-036-23
Approved Budget Contract: Php19,979,600.00

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 Client	Name of the Contract	Date of the Contract	Kinds Of Goods	Amount Of Contract	Date of Delivery	TIAC Rep, OR, Sales Invoice, Collection Receipt

Instructions:

Please attach any of the following as attachment to the Statement of Single Largest Completed Contract

- 1) Copy of End User's Acceptance; OR
- 2) Copy of Official Receipt/s; OR
- 3) Copy of Sales Invoice with Collection Receipt/s OR Nr & Date, End-user's Acceptance date or Sales "Invoice with Collection Receipt (For those completed)

Note:

Statement of Single Largest Completed Contract (SLCC) similar to the contract to be bid within the last five (5) years from the date of Submission and Receipt of Bids;

Completed One (1) Single Contract similar to the contract to be bid amounting to at least Twenty Five Percent (25%) of the ABC of the project to be bid; **Or**

Completed at least **two (2) similar contracts**, the aggregate amount of should be equivalent to at least "Twenty Five" (25%) of the ABC for this Project and the largest of these similar contracts must be equivalent to at least 12.5% of the ABC of this project.

For this project, "similar contract or projects" shall pertain only to supply and/or delivery of Truck Spares.

CERTIFIED CORRECT:

 Name and Signature of Authorized Representative

 Position

 Date

Annex 3

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:

a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;

b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/We failed to timely file a request for consideration or (ii) I/We filed a waiver to avail of said right;

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

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

NAME OF BIDDERS AUTHORIZED REPRESENTATIVE

(Insert signatory's legal capacity)

AFFIANT

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

NOTARY PUBLIC

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

Annex 4

Procurement of Spare Parts for Truck, Troop Carrier, Light
Bid Ref. No. ORD PABAC2-036-23
Approved Budget Contract: Php19,979,600.00

**MANUFACTURER'S CERTIFICATION ON CONFORMANCE TO THE PROJECTS
 TECHNICAL SPECIFICATIONS / PART NUMBERS**

I, _____, Production Engineer/Technical Personnel of _____ (Name of Foreign Company/Bidder) hereby certify that I have read and understood each and every page of the Technical Specifications / **Part Numbers** for the Procurement of _____ for Philippine Army under Bid Ref Nr _____ copies of which we have acknowledged to have received on _____.

I/WE understand that having issued this Certification, we conform to the requirements of the above-stated Project as detailed in the Technical Specifications and other Technical documents and that, in the event that the Contract for the Project is awarded to us, we certify to complete and accomplish our obligations in accordance with, the term and conditions of the said project. This Certification is part of our Technical Bid for the above-mentioned project.

I/WE are executing this Certification to attest to the truth of the foregoing fact/s.

Name

Signature

PRODUCTION ENGINEER/ TECHNICAL PERSONNEL
Position in the Company

Date

Conforme:

Bidder's Company Name

Signature of Authorized Representative

Name and Designation

Date

Annex 5

Procurement of Spare Parts for Truck, Troop Carrier, Light
Bid Ref. No. ORD PABAC2-036-23
Approved Budget Contract: Php19,979,600.00

WARRANTY UNDERTAKING

I/We, _____ (Name) _____, _____ (Title/Capacity) _____, the duly authorized representative of _____ (Company/Bidder) _____, hereby commits that should we be awarded the contract, we will issue a Warranty Certificate in favor of the Philippine Army (PA) valid for at least one (1) year from date of final acceptance.

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

Conforme:

Name of Company (in print)

Signature of Company Authorized Representative

Name and Designation

Date

Annex 6

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:
- Carefully examining all of the Bidding Documents;
 - Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - 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.**

[Jurat]

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

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

Bidder's Representative/Authorized Signatory

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

NOTARY PUBLIC

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

Annex7-A**CERTIFICATE OF NET FINANCIAL CONTRACTING CAPACITY***(Please show figures at how you arrived at the NFCC)*

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

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

Where:

CA = Current Assets

CL = Current Liabilities

K = 15

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

Issued this _____ day of _____, 2022.

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position

Date

Annex7-B

(Name of Bank)
COMMITTED LINE OF CREDIT

Date: _____

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

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

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

The credit line shall be available on the date of the submission of bid by the (Supplier/Distributor/Manufacturer) and such line of credit shall be maintained until the project is completed by the Contractor.

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

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

 Name and Signature of Authorized Financing Institution Office

 Official Designation

Concurred By:

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

 Official Designation

SUBSCRIBED AND SWORN TO BEFORE ME this _____ day of _____ at _____, Philippines. Affiant exhibited to me his/her competent Evidence of identity as

defined by the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC), issued on _____ at _____.

NOTARY PUBLIC

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

Annex 8-A**PROTOCOL/UNDERTAKING OF AGREEMENT TO ENTER INTO JOINT VENTURE**

This **PROTOCOL/UNDERTAKING OF AGREEMENT TO ENTER INTO JOINT VENTURE** executed by:

_____, A sole proprietorship/corporation duly organized and existing under and by virtue of the laws of the Philippines, with offices located at _____, represented herein by its _____, hereinafter referred to as _____.

-and-

_____, A sole proprietorship/corporation duly organized and existing under and by virtue of the laws of the Philippines, with offices located at _____, represented herein by its _____, hereinafter referred to as _____.

For submission to the **Philippine Army Bids and Awards Committee (PABAC)**, pursuant to Section 23.1 (b) of the Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No 9184.

WITNESSETH That:

WHEREAS, the parties desire to participate as a joint venture in the public bidding that will be conducted by the PABAC pursuant to Republic Act (RA) No 9184 and its Revised Implementing Rules and Regulations (IRR) with the following particulars:

Bid Reference No.	
Name/Title of Procurement Project	
Approved Budget for the Contract	

NOW THETREFORE, in consideration of the foregoing, the Parties undertake to enter into a JOINT VENTURE and sign a Joint Venture Agreement relative to their joint cooperation for this bid project, in the event that their bid is successful, furnishing the PABAC a duly signed and notarized copy thereof within ten (10) calendar days from receipt of Notice from the BAC that our bid has the lowest calculated responsive bid or highest rated responsive bid (as the case may be).

For purposes of this bid project, and unless modified by the terms of the Joint Venture Agreement, the following party shall be the authorized representative of the JV:

JV Partner (Name of Company)**Authorized Rep of the JV Partner: (Per attached Secretary's Certificate)**

Name

Designation

That furthermore, the parties agree to be bound jointly and severally under the said Joint Venture Agreement;

THAT Finally, failure on our part to enter into the Joint Venture and/or sign the Joint Venture Agreement for any reason after the Notice of Award has been issued by shall be a ground for non-issuance by PABAC of the Notice to Proceed, forfeiture of our bid security and such other administrative and/or civil liabilities as may be imposed by PABAC under the provisions of Republic Act (RA) No 9184 and its Revised Implementing Rules and Regulations (IRR) , without any liability on the part of PABAC.

This undertaking shall form an integral part of our Eligibility documents for the above-cited project.

IN WITNESS WHEREOF, the parties have signed this Protocol/Undertaking on the date first above-written.

[JURAT]

SUBSCRIBED AND SWORN TO BEFORE ME this _____ day of _____ at _____, Philippines. Affiant exhibited to me his/her competent Evidence of identity (as defined by the 2004 Rules on Notarial Practice _____ issued _____ at _____, Philippines.

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

NOTARY PUBLIC

Annex 8-B

Bidder's Company Letterhead**Procurement of Spare Parts for Truck, Troop Carrier, Light
Bid Ref. No. ORD PABAC2-036-23****CERTIFICATE OF JOINT VENTURE NON-EXISTENCE**

This is to certify that _____ (name of bidder) _____ will be participating **without a joint venture partner** in the procurement of _____ (name of project) _____. Further, the undersigned acknowledges that **Joint Venture Agreement is Not Applicable** for the abovementioned project.

CERTIFIED CORRECT:

Name and Signature of Bidder/Authorized Representative

Position

Date

Annex 9-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 the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal 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 Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

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

(if none, state "None")] _____

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

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

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

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[state the written authority]*.

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

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

Annex 9-B**(Bidder's Company Letterhead)****Procurement of Spare Parts for Truck, Troop Carrier, Light****Bid Ref. No. ORD PABAC2-036-23****Approved Budget Contract: Php19,979,600.00****FINANCIAL BID FORM**

Description	Qty	ABC Price		Bidder's Proposal	
		U/P	Total Price	U/P	Total Price
TOTAL BID PRICE					
Total Bid Price (Amount in Words):					
BIDDER'S UNDERTAKING					
I/We, the undersigned bidder, having examined the Bidding Documents including Bid Bulletins, as applicable, hereby OFFER to (supply/deliver/perform) the above-described items.					
I/We undertake, if our bid is accepted, to deliver the items in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security within ten (10) calendar days from receipt of Notice of Award.					
Until a formal contract/order confirmation is prepared and signed, this Bid is binding on us.					

 Name of Company (in print)

 Signature of Company Representative

 Name & Designation (in print)

 Date

Annex 10
FORM NO. 1

(Bidder's Company Letterhead)

Procurement of Spare Parts for Truck, Troop Carrier, Light
Bid Ref. No. ORD PABAC2-036-23
Approved Budget Contract: Php19,979,600.00

For Goods Offered From Abroad

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

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

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

[signature]

[in the capacity of]

Duly authorized to sign Bid for and

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

Annex 10
FORM NO. 2

(Bidder's Company Letterhead)

Procurement of Spare Parts for Truck, Troop Carrier, Light
Bid Ref. No. ORD PABAC2-036-23
Approved Budget Contract: Php19,979,600.00

For Goods Offered From Within the Philippines

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

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

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

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

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

